

OFFER OF SETTLEMENT
between
College of the Rockies
(hereinafter called "the Employer")
And
COLLEGE OF THE ROCKIES FACULTY ASSOCIATION

Dated: June 23, 2020

Introduction

The following package of items is to be considered an Offer for Settlement ("the Offer") submitted by the Employer to the Union for the renewal of the 2014-2019 Collective Agreement.

The Offer is presented in a package format. Any issue not included in the Offer from the original list of proposals submitted by either the Employer or the Union is deemed to be withdrawn. Where the Offer is not accepted as a whole, the Offer is withdrawn completely. Any issues left out of the Offer return to active bargaining status if this Offer is rejected. Any issues previously tentatively agreed to will retain that same status if this Offer is rejected.

The Offer is advanced on a without prejudice basis to conclude the renewal of a Collective Agreement.

Should this Offer be accepted as presented, the date of ratification will be the date the parties, including the PSEA Board of Directors, conclude the ratification of their 2019-2022 Collective Agreement

This Offer is valid until Friday, June 26, 2020.

Memorandum of Settlement

between

COLLEGE OF THE ROCKIES

(referred to as "the Employer")

and

COLLEGE OF THE ROCKIES FACULTY ASSOCIATION

(referred to as "the Union")

"Errors and omissions Excepted"

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF COLLEGE OF THE ROCKIES, ACTING ON BEHALF OF COLLEGE OF THE ROCKIES (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE COLLEGE OF THE ROCKIES BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE COLLEGE OF THE ROCKIES FACULTY ASSOCIATION (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE COLLEGE OF THE ROCKIES FACULTY ASSOCIATION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 1, 2019 AND EXPIRING MARCH 31, 2022 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2014-2019 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreements shall be for 36 months from April 1, 2019 to March 31, 2022 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. SCHEDULE "A"

The Employer and the Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "A".

5. SCHEDULE "B"

The Employer and the Union also agreed to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "B".

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6. SCHEDULE "C"

The Employer and the Union also agreed to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "C".

7. SCHEDULE "D"

The Employer and the Union also agree to the terms of the agreements reached at the Faculty Template Table attached to this Memorandum of Agreement as Schedule "D".


8. Ratification


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

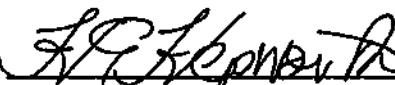
This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

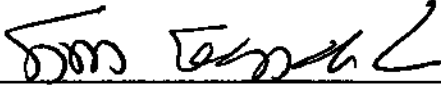
Signed this ____ day of _____, 2020.

**BARGAINING REPRESENTATIVES
FOR THE EMPLOYER:**










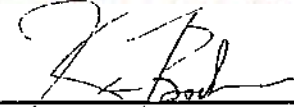



**BARGAINING REPRESENTATIVES
FOR THE UNION:**











SCHEDULE A

1. **Article 1.1**

This Agreement shall be for the period commencing ~~2014~~ 2019 April 01, and terminating ~~2019~~ 2022 March 31.

2. **Article 2.2.4 – Term Employee**

The Parties agree to the following revision to the collective agreement, to be effective July 1, 2020:

An employee hired to temporarily replace a Regular employee at fifty percent (50%) up to one hundred percent (100%) of a full-time equivalent workload for a minimum of three months, or an employee hired to fill a non-recurring position with a minimum of sixty percent (60%) workload up to one hundred percent (100%) of a full-time equivalent workload for a minimum of three consecutive months to a maximum of ten consecutive months. An employee hired on a term basis in the Licensed Practical Nursing Program meeting the above requirements may be hired to a maximum of fifteen (15) to eighteen (18) consecutive months, depending on program length. A term employee will have a specific term of employment with a start and end date.

3. **Bargaining Unit Exclusion - Chair, Academic Innovation and Applied Research**

2.2.6 **Exempt Employees**

General interest instructors, Chair, Academic Innovation and Applied Research, contract instructors, program assistants, tutors and markers are not included in the bargaining unit.

3.1 **Association Membership**

The College recognizes the Association as the exclusive bargaining agent for all Instructors, Librarians, Counsellors, Aboriginal Education Coordinator, Coordinator Learning Resources, Learning Specialist, Disability and Learning Support Coordinator, Instructional Designer, Literacy Capacity Coordinator, Chair, Academic Innovation and Applied Research, Department Heads, and Educational Advisors employed by the College except those specifically excluded from the bargaining unit as per clause 2.2.6.

LOU 12 – Department Heads Compensation

The College of the Rockies (the College) and the College of the Rockies Faculty Association (CORFA) agree that the following provision will apply to department heads and to the Chair, Academic Innovation and Applied Research for the term of this collective agreement.

As Department Head ~~or Chair, Academic Innovation and Applied Research~~, a faculty member will receive an annual stipend spread over 12 months of: ...

4. Article 3.1 Association Membership

The College recognizes the Association as the exclusive bargaining agent for all Instructors, Librarians, Counsellors, ~~Aberiginal Indigenous~~ Education Coordinator, Coordinator Learning Resources, Learning Specialist, ~~Disability and Learning Support Accessibility Services~~ Coordinator, ~~Instructional Curriculum Designer, Instructional Specialist~~, Literacy Capacity Coordinator, ~~Chair, Academic Innovation and Applied Research~~, Department Heads, and Educational Advisors employed by the College except those specifically excluded from the bargaining unit as per clause 2.2.6.

5. Article 6.1.2.3 - Emergency Hire Situation

6.2.1.3.1 An emergency hire situation arises when there is an unanticipated absence of an employee, the time available to secure the services of a qualified employee is less than ~~twenty one (21)~~ twenty five (25) working days, and there is no other employee with a right of first refusal to the work.

6. Article 7.6 - Instructor Diploma or Equivalent

7.6.2 If not already completed on hire, regular instructors shall complete the BC Provincial Instructor Diploma Program or have demonstrated its equivalence within three years after the date of appointment. Extensions may be granted by the appropriate Dean, provided there has been evidence of regular progress toward completion. To ensure each employee is aware of this requirement, a copy of Article 7.6 will be included with each new employee's letter of hire.

7.6.3 Where an employee completes the BC Provincial Instructor Diploma, the Native Adult Instructors Diploma, or the equivalent as described in (i) or (ii) above, the employee shall advance one (1) additional step on the appropriate salary scale effective on the next anniversary/increment date. ~~Auxiliary employees will progress to their maximum immediately upon obtaining the BC Provincial Instructor Diploma, the Native Adult Instructors Diploma, or equivalent.~~

7. Article 9.5 - Sick Leave

9.5.3 Absences for sickness in excess of five (5) days in the same thirty (30) day period ~~month~~ will require validation by a physician.

9.5.4 An illness or injury suffered during a vacation or leave which results in confinement under a physician's care for a period of five (5) days or more in the same thirty (30) day period ~~month~~ is claimable against sick leave entitlement. Such illness/injury will require validation by a physician. In such

circumstances the employee's vacation or leave may be extended for the period of the confinement on the approval of the President or his/her delegate.

8. *As the result of agreement reached at the FPSE Template Table, the Parties agree to the following housekeeping change:*

9.10 Vision Care (Optical Plan)

- 9.10.1.1 The Vision Care (Optical Plan) shall provide for six hundred and fifty dollars (650) ~~\$500 (five hundred dollars)~~ per family member every two (2) calendar years. The College shall pay one hundred percent (100%) of the premium cost, except as per 9.1.4.1. Eligible family members include a spouse and unmarried dependent children as defined in the policy with the benefit carrier.

9. Article 13.1.4 – Association Recommendations

Concurrent with the notice referred to in article 13.1.1 and within the thirty (30) calendar day period referred to therein, ~~a College Board member~~, the College President, and two one (21) ~~two one (21)~~ resource persons appointed by the College President will meet, on at least a weekly basis with the President of the Faculty Association and two (2) resource persons from the Faculty Association Executive Committee expressly for the purpose of determining the viability of specific Faculty Association recommendations regarding alternative solutions vis-à-vis those specific functional areas of contemplated reduction with respect to which the Faculty Association has received advance notification.

The ~~Board member and the~~ College President will ensure that the recommendations referred to in this article will be fully considered prior to the serving of notice(s) of layoff per Article 13.1.8.

A recommendation referred to in this article shall be deemed viable if its implementation is understood to meet the same requirement(s) as the course of action proposed by the College.

10. Article 21.3 - Grievance Procedure

~~21.3~~ ————— moved

~~21.4. 3~~ Steps

~~21.4.3.1~~ Informal Step:

- ~~21.4.3.1.1~~ An employee, or the Association on behalf of an employee or group of employees, may, within twenty (20) working days of an incident giving rise to a

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grievance, or of the time when the employee or Association could reasonably have been expected to become aware of the incident, whichever is later, bring the matter to the attention of his/her immediate supervisor.

- 21.4.3.1.2** No later than ten (10) working days following the notice given pursuant to clause 21.4.1.1, the supervisor will notify the Association of the grievance; will advise the employee that he or she has the right to be accompanied by a representative of the Association at any discussion of the grievance; and will meet with the affected employee and with, where requested by the employee, a representative of the Association.

Every reasonable effort will be made to resolve the matter at this stage of the grievance process. Any recommendations by the supervisor to resolve the matter are subject to review and approval by the Executive Director, of Human Resources and the Association.

Any interpretations of the collective agreement on behalf of the College must be confirmed by the Executive Director of Human Resources.

21.4.3.2 Step 1:

- 21.4.3.2.1** Failing a satisfactory settlement at the informal step, the Association may submit the grievance in writing to the employee's immediate excluded supervisor, copied to Human Resources, within ten (10) working days of the time the Association could reasonably have become aware of the outcome of the informal step.

Within ten (10) working days of receipt of the written grievance, the excluded supervisor will meet with the Association representative and the affected employee (in the case of a group grievance up to two (2) affected employees), and will provide the Association with a written response to the grievance along with any supporting documentation within a further ~~five (5)~~ ten (10) working days.

21.4.3.3 Step 2:

- 21.4.3.3.1** Failing a satisfactory settlement at Step 1 the Association may, within ~~ten (10)~~ five (5) working days of the date of the written response in Step 1, or in case of a policy grievance, commence Step 2 by forwarding a copy of the written grievance along with any other relevant information to the ~~College President~~ Executive Director Human Resources or designate.

The ~~College President~~ Executive Director Human Resources or designate will arrange and hold a meeting with the Association and up to two (2) affected employees within ten (10) working days of receipt of the grievance and will provide the Association with a written response within a further ten (10) working days, and up to twenty (20) days in the case of a policy or group grievance.

If the written response is not to the satisfaction of the Association, then the grievance may be advanced to arbitration Step 3. ~~Notice of Intent to advance to arbitration will be in writing to the College President or designate within twenty-two (22) working days of the date of the written response from the College President or designate.~~

21.3.4 Step 3

Failing a satisfactory settlement at Step 2 the Association may advance the grievance to arbitration. Notice of Intent to advance to arbitration will be in writing to the Executive Director Human Resources within twenty-two (22) (20) working days of the date of the meeting with the Executive Director Human Resources. Subject to 21.6, a grievance not advanced within this timeframe will be deemed abandoned.

21.5 4 Arbitration

Where the matter is advanced to arbitration, the parties will meet to select a mutually acceptable arbitrator. In the event that mutual agreement cannot be reached, either party may, upon ~~ten (10) five (5)~~ working days written notice to the other party, request the Minister of Labour of the Province of British Columbia to appoint an arbitrator.

The arbitrator shall have the authority to apply, or to determine compliance with, the provisions of this Agreement, including the waiver of time limits, and shall not have the authority to in any way add to, detract from or alter the provisions of this Agreement. The decision arrived at by the arbitrator shall be final and binding on the parties.

Each party shall pay the expenses incurred in connection with the preparation and presentation of its own case to the arbitrator. The parties shall share equally the expenses of the arbitrator.

21.5 Settlement Discussion

- i. Prior to a grievance being heard at arbitration, either party may request in writing a meeting with the College President to review the issues in grievance.**
- ii. Where the parties agree to hold such a meeting, it shall be held within twenty (20) working days of the request, and prior to the commencement of the arbitration hearing. The scheduling of this meeting will not impact the previously scheduled arbitration dates.**
- iii. Each party shall determine who shall attend the meeting on its behalf and shall notify the other party in advance of the meeting.**
- iv. Legal Counsel shall not attend Settlement Discussions.**
- v. The meeting is intended to discuss related matters and explore avenues for settlement and is to be conducted on a without prejudice and precedent basis.**

vi. In the event that a settlement is reached or pending, the College President will provide a written response to that effect within five (5) working days.

vii. Nothing about the previous shall preclude informal discussions or formal mediation.

21.3-21.6 Time Limits

In the event a party fails to reply within the time limits prescribed in this article, the other party may submit the matter to the next step as if a negative reply or denial has been received.

Time limits specified in this article may be extended by mutual agreement of the parties.

11. Article 23.1 - Common Faculty Professional Development Fund

23.2 Purpose

The Common Agreement Faculty PD Fund was created through Letter of Understanding 6 of the Common Agreement. The Fund is in support of various types of professional development activities. Such professional development is for the maintenance and development of the faculty members' professional competence and effectiveness. The purpose is to assist faculty to remain current and active in their discipline and program. The Fund is not meant to replace any existing development or educational funds.

The parties (College of the Rockies Faculty Association and the College of the Rockies) agree that the fund will be used to provide successful applicants with full or partial paid leaves while they are pursuing approved Professional Development activities.

23.3 Eligibility

Post-probationary faculty members employed by the College shall be eligible to apply for Common Faculty PD financial assistance.

23.3.1 Limitations

1. The duration of a full-time leave funded through the Common Agreement Faculty PD fund shall be for at least one week to a maximum of six months.
2. The duration of a partial leave (of at least 20% but less than 100%) shall be for a maximum of one academic year.

23.4 Process for Application and Approval

~~A faculty member who wishes to apply for funding through this Fund will submit her/his application to the Faculty Development Committee in response to a call from that Committee for applications. The application must be supported with written (email okay) confirmation of approval in principle from the applicant's Department Head or~~

Campus Manager for the absence of the applicant from normal duties to undertake the specified professional development.

The Faculty Development Committee will evaluate each application as per the candidate selection criteria below. The Committee Chair will meet with the VP Academic, and present her/him with its analysis and recommendations. All applications for funding will be ranked by the Committee for consideration by the VP Academic. The VP Academic, will consider all recommendations of the Committee and be responsible for the final approval of applications.

23.5 ~~_____~~ Candidate Selection

1. ~~_____~~ Details of the application process will be outlined in the Professional Development Handbook and may be modified by mutual consent of the Parties.
2. ~~_____~~ The Faculty Development Committee will review all applications for financial assistance and assess the merits of each application based on the following factors (no order of priority):
 - ~~_____~~ Length of service with the College;
 - ~~_____~~ Available funding;
 - ~~_____~~ Previous financial assistance granted;
 - ~~_____~~ The value to the College of the experience sought by the faculty member;
 - ~~_____~~ The value to the faculty member of the experience sought by the faculty member;
 - ~~_____~~ Service by the faculty member to the College and/or Community;
 - ~~_____~~ The 'comprehensiveness' of the proposal; and
 - ~~_____~~ That the proposal be realistic (e.g., that the activity can be achieved within the time lines proposed.)
3. ~~_____~~ Without restricting the generality of the principles governing the Common Agreement Faculty PD Fund, the following activities shall be considered as constituting valid grounds for a faculty member to apply for Common Agreement Faculty PD funding:
 - Enrolling in a relevant full-time or part-time program of study at an appropriate institution;
 - ~~_____~~ Professional research or non-directed study;
 - ~~_____~~ Assuming, with another institution or agency or in business or industry, a position in a field related to the College appointment held by the faculty member;
 - ~~_____~~ Travel and visitations for studies of particular relevance to the faculty member's College appointments.

23.6 ~~_____~~ Fund Management

1. ~~_____~~ Common Agreement Faculty PD funds may be used only at a time mutually agreed upon by the College and the employee.
2. ~~_____~~ Deadline for submission of applications to the Faculty Development Committee shall be April 15 of each year. The Committee will review all applications and the Chair will meet with the VP Academic, not later than May 15 to make recommendations. The VP Academic, shall make final approval of applications not later than May 31. These deadlines may be extended or modified by mutual agreement of the parties.
3. ~~_____~~ In the event that funds available during any given fiscal year have not been fully committed, the parties may agree to engage in an additional process (es) within

that fiscal year to allot the remaining funds. Any monies in the fund not spent at the end of any fiscal year shall be retained by the employer.

4. ~~The College will allocate funds from future fiscal years only where it is recommended by the Faculty Development Committee to do so, and where it is in the best interest of the College, as determined by the VP Academic.~~
5. ~~The Common Agreement Faculty Professional Development Fund will be charged for costs of salary and benefits while on approved leave as well as vacation, PD, and NI days accrued while on such leave.~~
6. ~~A faculty member who is granted funding from the Common Agreement Faculty PD Fund must commit to continuing employment with the College for a period equal to double the leave taken.~~

Examples:

1. ~~Leave is 100 percent for 6 months — must work 100 percent for 12 months~~
 2. ~~Leave is 50 percent for 6 months — must work equivalent to 50 percent for 12 months which may be 100 percent for 6 months~~
 3. ~~Leave is 100 percent for 8 weeks — must work 100 percent for 16 weeks~~
- ~~A faculty member must repay all salary and benefits paid if s/he voluntarily leaves or is dismissed from the College prior to fulfilling 50 percent of the required time. If more than 50 percent, but less than 100 percent, of the work commitment has been fulfilled, the member must repay one-half of the salary and benefits paid during the leave. A faculty member will not be required to repay any salary and benefits if s/he leaves the College as a result of layoff, reduction, illness, or other involuntary reasons.~~

23.4 This fund will be administered in accordance with the provisions of article 16 of the Common Agreement.

12. Article 23.7 - Faculty Development Funds

- 23.7.1.2**
- a) Effective April 1 of each year, the College shall contribute to the Faculty Development Fund an amount equal to 0.64% of total faculty salaries for the previous fiscal year;
 - b) The Faculty Association will appoint an Association member who shall be Chair of the Faculty Development Committee. The College will provide ~~twenty~~ release time for the Chair equivalent to one section of UT workload or equivalent to 20% for vocational workloads for the duration of the appointment period ~~release time for the Chair;~~
 - c) Each fiscal year, an amount of \$2,000 (two thousand dollars) from the Faculty Development Fund described in the aforementioned, will be allocated to a Faculty Development Day;
 - d) Any unused monies remaining in the Faculty Development Fund at the conclusion of a fiscal year, will be carried forward to the Faculty Development Fund in the next fiscal year.

13. Article 24.1 Harassment

Harassment means behavior that is not acceptable in the conduct of an employee's professional responsibilities.

The parties agree that proven sexual or personal harassment is a serious violation of an employee's rights, dignity, and personal well-being. The College will investigate all harassment grievances and treat all such grievances with seriousness and confidentiality. **All harassment investigations will be conducted according to the rules in article 2 of the common agreement.** Where such grievances of a sexual or personal harassment nature are justified, appropriate disciplinary measures, up to and including dismissal, are supported and endorsed by the parties.

14. The following Letters of Understanding will be renewed:

LOU# 2 - re: University Studies and Career Technical Preparation Hours Per Week
LOU# 3 - re: Distributed Learning
LOU# 4 - re: Flexible Configurations of Work
LOU# 5 - re: Courses Offered Through Institutes or Community Development
LOU# 6 - re: Role of Contract Employees
LOU# 7 - re: Second Functional Areas
LOU# 8 - re: Evaluation and Performance Review Criteria
LOU# 14 - re: Local Government Management Courses

15. The following Letters of Understanding will be deleted:

LOU# 16 - re: Special Projects
LOU# 17 - re: Workload for BBA Capstone Courses
LOU# 18 - re: Joint Committee on Employee Layoff and Recall

16. LOU #11. re: Interpretation of Article 13 of the Local Faculty Agreement

The parties have a mutual concern that there is a relative inequity of severance pay for Regular Part-time employees. The current interpretation of Article ~~13.1.11~~ ~~13.1.9~~ has the result that the amount of severance pay a Regular Part-time employee is eligible for varies from year to year based on their workload percentage at the time of layoff. The parties have agreed to interpret Article ~~13.1.11~~ ~~13.1.9~~ as follows so that there is an averaging affect applied to severance pay for Regular part-time employees:

"Months severance pay" means the current full monthly pay at the employee's current step multiplied by the employee's average annual workload percentage for the past six duty years. If



an employee has worked less than six duty years, or if the employee was on approved unpaid leave of absence or on Short-term or Long-term disability during the past six years, the average annual workload percentage is calculated over the number of duty years worked by the employee.

"Completed years of service" means the cumulative service an employee has in the bargaining unit, rounded to the lowest full completed year of service; e.g., 3.7 years of service equals 3 years of completed service.

17. LOU #12. Letter of Understanding: Department Heads Compensation

The College of the Rockies (the College) and the College of the Rockies Faculty Association (CORFA) agree that the following provision will apply to department heads ~~and to the Chair, Academic Innovation and Applied Research~~ for the term of this collective agreement.

As Department Head ~~or Chair, Academic Innovation and Applied Research~~, a faculty member will receive an annual stipend spread over 12 months:

- April 1, 2019 \$7,000
- April 1, 2020 \$7,140
- April 1, 2021 \$7,283

- ~~April 1, 2014 \$5,538;~~
- ~~April 1, 2015¹ \$5,593;~~
- ~~February 1, 2016^{1 2 3} Economic Stability Dividend (ESD) increase~~
- ~~April 1, 2016^{1 3} One half of one percent (0.5%) increase~~
- ~~February 1, 2017^{1 2 3} One percent plus ESD increase~~
- ~~April 1, 2017^{1 3} One half of one percent (0.5%) increase~~
- ~~February 1, 2018^{1 2 3} One percent plus ESD increase~~
- ~~April 1, 2018^{1 3} One half of one percent (0.5%) increase~~
- ~~February 1, 2019^{1 2 3} One percent plus ESD increase~~

¹The first day of the first full pay period after this date. For April 1, 2015, the first day of the first full pay period after this date or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later).

²See the Memorandum of Understanding on the Economic Stability Dividend (ESD) in the 2014-2019 Faculty Common Agreement. Amount may be adjusted depending on the ESD.

³Amounts to be determined depending on the ESD.

Her/his vacation entitlement will be 6 weeks and s/he will be entitled to scheduled professional development time of up to 10 days per year (the topic(s) of such professional development requires the approval of the Faculty PD Committee and the immediate supervisor). Vacation and professional development time will be scheduled by her/his supervisor in consultation with the Department Head.



18. LOU #19 – Joint Committee on Employee Evaluation and Performance Review

1. With the acknowledgement that the pilot evaluation tool and process developed were completed by the joint committee during the life of the 2014 – 2019 collective agreement, yet identified challenges with the proposed evaluation process, ~~the parties agree to~~ continue the ~~establish a~~ Joint Committee on Employee Evaluation and Performance Review to address those challenges.
2. The committee shall consist of three representatives appointed by the College and ~~three~~ four representatives appointed by the Faculty Association.
3. The committee's mandate shall be to:
 - a) ~~review the work previously completed by the committee; review the current employee evaluation procedures at College of The Rockies~~
 - b) ~~review the implementation challenges identified; and study evaluation processes used at other colleges in the province~~
 - c) ~~develop a new pilot develop recommendations for improving the employee evaluation process at the College to commence no later than Fall 2021.~~
4. The Committee shall complete its work by March ~~31 June 30, 2022~~ 2017.
5. ~~The Committee may make recommendations to the College and the Association. The findings of the committee will be submitted to the parties' respective principals for review and will be subject to the sector's ratification process. For the College the principals include the Board of Directors and the PSEA Board of Directors.~~

19. The following Letter of Understanding will be added to the collective agreement:

**Letter of Understanding 'X'
Dual Credit Courses**

To ensure students are supported in their entry into the workplace and post-secondary studies, the College and CORFA agree to positively embrace dual credit opportunities for high school students in post-secondary courses.

In order to partake in this era of progressive education delivery, the parties further agree that careful and thoughtful planning, including consultation with the Faculty Association, is needed to address the complexities in developing sustainable dual credit opportunities.

20. Letter of Understanding 'XX' – re: Interpretation of Article 6.4.1

The College and CORFA agree the conversion provision of Article 6.4.1 shall be interpreted as follows:

When a Regular Part-Time Employee has had a hundred percent (100%) assignment of duties continuously for twenty-four (24 months), unless the College anticipates a reduction in the amount of available work, the employee shall be converted to a Regular Full-Time Employee as defined in Article 2.2 Definitions. The conversion will be effective July 1 of the current year.

If one-hundred percent (100%) workload is not available immediately, the employee will continue as Regular Part-Time and exercise right of first refusal. They will be converted to Regular Full-Time immediately upon being assigned a workload of one-hundred percent (100%) at any point within twenty four (24) months following the initial twenty four (24) month period described in the paragraph above.

If an employee does not obtain one-hundred percent 100% workload in the second twenty four (24) month period following the period described above, they will remain as Regular Part-Time and must begin the second twenty four (24) month qualification period again.

SCHEDULE B

The following are language changes that were previously agreed between the parties in negotiations to date. The parties agree that these form part of this schedule and Memorandum Of Settlement.

	Decription	Date signed
1	Gender Neutral Pronouns	February 18, 2020
2	Page Breaks	February 18, 2020
3	Article 2.2.4 – Term Employees	February 18, 2020
4	Article 3.1.4.4 – Leave for Faculty Association Business	March 16, 2020
5	Article 3.3 – Faculty Labour/Management Committee	February 19, 2020
6	Article 5 – Working Conditions	March 16, 2020
7	Article 5.5.5.3	February 18, 2020
8	Article 6.1.2 – Advertising Positions	March 16, 2020
9	Article 7.4.2 – Re-evaluation of Placement on Regularization	February 18, 2020
10	Letter of Understanding 'X' – MSP Funding	March 16, 2020
11	Reference changes – articles 7.4.1, 9.5.4, 21, LOU 1, 10.5.2 and 10.5.3	February 19, 2020
12	Article 11.3.1.4	February 19, 2020
13	Article 13.1.1 – Notification and Employee Input	February 18, 2020
14	Article 13.1.6.6 – Seniority List	February 18, 2020
15	LOUs #1, #9 and #13	March 16, 2020
16	LOU #10	February 18, 2020
17	LOU # 15	February 18, 2020

**2020 FACULTY
EMPLOYER PROPOSALS**

Employer Proposals

Date: Feb 16/20

Time: 1045 

HOUSEKEEPING PROPOSAL

Gender Neutral Pronouns

Replace "her/his" and "his/her" with "their" or "them" as appropriate, and "s/he" with "they" wherever they appear in the agreement to use gender neutral pronouns, and/or eliminate pronouns altogether, where possible.

FOR COLLEGE OF THE ROCKIES



Tom Esnacl

**FOR COLLEGE OF THE ROCKIES FACULTY
ASSOCIATION**



William Cowan

**2020 FACULTY
EMPLOYER PROPOSALS**

Employer Proposals

Date: 8/18/20

Time: 12:45

HOUSEKEEPING PROPOSAL

Page Breaks

Insert page breaks between each article throughout the collective agreement.

FOR COLLEGE OF THE ROCKIES



Sam Tinsley

**FOR COLLEGE OF THE ROCKIES FACULTY
ASSOCIATION**



Weldon Cowan

**2020 FACULTY
EMPLOYER PROPOSALS**

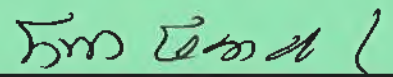
Employer Proposals
Date: FEB 18/20
Time: 10:30 am

HOUSEKEEPING PROPOSAL

Article 2.2.4 – Term Employees

An employee hired to temporarily replace a Regular employee at fifty percent (50%) up to one hundred percent (100%) of a full-time equivalent workload for a minimum of three months, or an employee hired to fill a non-recurring position with a minimum of sixty percent (60%) workload up to one hundred percent (100%) of a full-time equivalent workload for a minimum of three consecutive months to a maximum of ten consecutive months. ~~An employee hired on a term basis in the Licensed Practical Nursing Program meeting the above requirements may be hired to a maximum of fifteen (15) to eighteen (18) consecutive months, depending on program length.~~ A term employee will have a specific term of employment with a start and end date.

FOR COLLEGE OF THE ROCKIES



**FOR COLLEGE OF THE ROCKIES FACULTY
ASSOCIATION**



**2020 FACULTY
EMPLOYER PROPOSALS**

Employer Proposals

Date: Feb 16/20

Time: 12:50

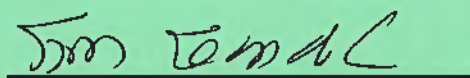
HOUSEKEEPING PROPOSAL

13.1.1 Notification and Employee Input

As part of the Program and/or Budget Review processes, if the College identifies program areas/departments where there is potential for a loss of employment of regular employees, the College will implement the provisions of Article 6.4 of the 2010—12 Faculty Common Agreement. A copy of relevant financial and/or enrollment information related to the applicable review process will be provided to the President of the Faculty Association.

13.1.2 As part of the process under Article 6.4.1 of the 2010-12 Faculty Common Agreement, employees will be given an opportunity to generate solutions to the identified concerns.

FOR COLLEGE OF THE ROCKIES



**FOR COLLEGE OF THE ROCKIES FACULTY
ASSOCIATION**



**2020 FACULTY
EMPLOYER PROPOSALS**

Employer Proposals
Date: Feb 18/20
Time: 1250

The Parties agree to renew the following Letter of Understanding:

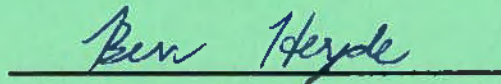
LOU #10 – Regular Sessional and Regular Sessional Part-time Employees

FOR COLLEGE OF THE ROCKIES



Tom Smith

**FOR COLLEGE OF THE ROCKIES FACULTY
ASSOCIATION**



Walter Cowan

**2020 FACULTY
EMPLOYER PROPOSALS**

Employer Proposals

Date: Feb 18/20

Time: 1053

The Parties agree to amend the language of the collective agreement as follows:

13.1.6.6 Seniority List

The Employer shall maintain a seniority list showing all necessary information relevant to the application of the seniority provisions of the Agreement, including but not limited to employee name, functional area(s), status, months of seniority, initial date in the bargaining unit, and regularization date. An up-to-date seniority list shall be sent to the President of the Faculty Association or designate by ~~December 15~~ **by January 8th** of each year.

FOR COLLEGE OF THE ROCKIES



Tom Urmel

**FOR COLLEGE OF THE ROCKIES FACULTY
ASSOCIATION**



Ben Hayde

**2020 FACULTY
EMPLOYER PROPOSALS**

Employer Proposals
Date: Feb 18/20
Time: 3:40 pm

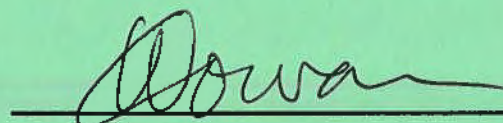
The Parties agree to delete the following Letter of Understanding:

LOU # 15 – Global Studies Graduate Certificate Program

FOR COLLEGE OF THE ROCKIES



**FOR COLLEGE OF THE ROCKIES FACULTY
ASSOCIATION**



**2020 FACULTY
EMPLOYER PROPOSALS**

Employer Proposals

Date: Feb 22 16/20

Time: 3:42 pm

HOUSEKEEPING PROPOSAL

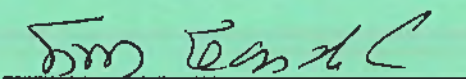
Article 5.5.5.3 - Housekeeping

...

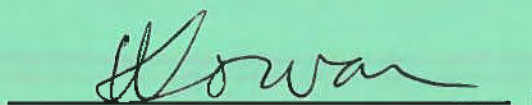
- a) Ninety (90) duty hours for a forty-five (45) contact hour (~~see 5.5.1.12~~) scheduled course, and pro-rata; or

...

FOR COLLEGE OF THE ROCKIES



**FOR COLLEGE OF THE ROCKIES FACULTY
ASSOCIATION**



2020 FACULTY
EMPLOYER PROPOSALS

Employer Proposals

Date: Feb 18/20

Time: 3:42 PM

HOUSEKEEPING PROPOSAL

7.4.2 Re-evaluation of Placement on Regularization

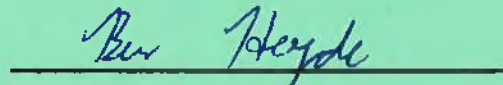
An employee who is regularized as per Article 2.2.8 after performing work both as an Auxiliary and as a Term employee following his/her initial placement on the Salary Schedule, may within thirty (30) working days of his/her regularization, request that the College **Executive Director, Human Resources** re-examine his/her placement on the grid to ensure that full credit for all work performed for the College by the employee is reflected in the salary step on which the employee is paid.

FOR COLLEGE OF THE ROCKIES



Don Kemp

FOR COLLEGE OF THE ROCKIES FACULTY
ASSOCIATION



2020 FACULTY
EMPLOYER PROPOSALS

Employer Proposals
Date: Feb 19/20
Time: 2:25 pm

HOUSEKEEPING PROPOSAL

Article 11.3 – Pregnancy and Parental Leave

11.3.1 Written Application

...

- 11.3.1.4 If the leave will affect part or all of any semester, the employee shall give as much at least four (4) weeks notice **before the day the employee proposes to begin leave** ~~as possible~~ to allow satisfactory arrangements to be made to cover any duties involved.

FOR COLLEGE OF THE ROCKIES



FOR COLLEGE OF THE ROCKIES FACULTY
ASSOCIATION



2020 FACULTY
EMPLOYER PROPOSALS

Employer Proposals

Date: 2020/02/19

Time: 14:00

305 pm 55.

COUNTER PROPOSAL

Article 3.3 - Faculty Labour/Management Committee

3.3 Faculty Labour/Management Committee

3.3.1 Pursuant to Section 53 of the *Labour Relations Code*, the College and the Association agree to participate in regular Faculty Labour/Management Committee meetings. These meetings will attempt to resolve problems informally; clarify Collective Agreement language; and to work to find acceptable solutions to other matters mutually agreed to be in the domain of this Committee. The Committee's mandate does not include agreement to alter the terms and conditions of the Collective Agreement.

3.3.2 The Faculty Association and Management shall ~~Each group shall~~ appoint three (3) members to this Committee. Faculty Association membership will consist of the President, at least one Vice President, and another member of the Association Executive. Management membership will consist of the HR Department Executive Director, ~~at least one Dean, and an Executive member of the Executive Committee.~~ 55.

The Chair of the Committee shall rotate between the Faculty Association and Management.

3.3.3 Meetings will be scheduled ~~monthly~~ at times mutually agreeable to the parties, not less than six (6) times per calendar year. Reasonable efforts will be made to hold such meetings at times not conflicting with assigned duties. Meetings will not normally be held in July or August.

3.3.4 Minutes of Committee meetings will be circulated to Committee members as soon as possible after a meeting in accordance with *Freedom of Information/Protection of Privacy Act* legislation.

FOR COLLEGE OF THE ROCKIES

FOR COLLEGE OF THE ROCKIES FACULTY
ASSOCIATION



Tom Tisdale



**2020 FACULTY
EMPLOYER PROPOSALS**

Employer Proposals

Date: _____

Time: _____

*Feb 19, 2020
3:10 pm.*

HOUSEKEEPING PROPOSAL

The Parties agree to change "College President" or "President" to "Executive Director, Human Resources" in the following articles:

Article 7.4.1

Article 9.5.4.

Article 21

LOU 1

Additionally, Article 10.5.2 and 10.5.3 will be changed as follows:



10.5.2 A Performance Review Committee, when required, will consist of two (2) Deans/Managers, and two (2) employees appointed by the Faculty Association. No one shall serve on this committee who has submitted material to the employee's performance review file for the performance review period unless agreed to by the Dean/Manager and the employee.

Notice of the establishment of such a Committee will be provided to the President of the Faculty Association and the **Executive Director, Human Resources**.

10.5.3 The Performance Review Committee, established per article 10.5.2 will review the formal performance review portfolio in reference to Performance Review Criteria (developed pursuant to the Letter of Understanding re. Evaluation and Performance Review Criteria), and will forward their conclusions to the **Vice President, Academic President**.

FOR COLLEGE OF THE ROCKIES

**FOR COLLEGE OF THE ROCKIES FACULTY
ASSOCIATION**



College of the Rockies

Date _____

Employer Counter Proposal

Time _____

The College proposes the following changes to article 6.1.2.2:

6.1.2 Advertising Positions

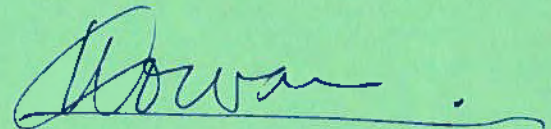
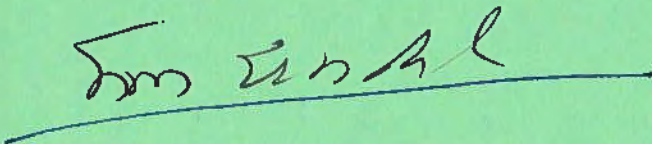
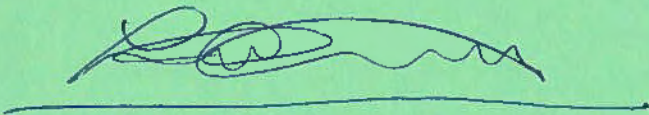
6.1.2.2

Prior to each semester, (normally July and November), a general advertisement indicating possible auxiliary employment opportunities will be published ~~in a regional newspaper,~~ online at a variety of job sites, and will be posted ~~within the~~ on the College's website, and ~~on notice boards designated for that purpose.~~ These notices will be forwarded to Department Heads (or Coordinators in program areas where there are none) and Campus Managers ~~for posting in their areas.~~ An electronic copy of these general advertisements will be forwarded to the President of the Faculty Association.

The remainder of the article to remain unchanged

COTR

CORFA



College of the Rockies

Date Mar 14/20

Employer Counter Proposal

Time 2:05 pm

The College proposes to delete article 9.8.1 and add the following Letter of Understanding to the collective agreement:

9.8.1 ~~—————~~ The College shall pay one hundred percent (100%) of the premium cost for the Medical Services Plan of B.C. (Basic Plan), except as per 9.1.4.1.

And

Letter of Understanding #XX

RE: MSP Funding

The parties recognize that the method of funding MSP has been changed from an individually paid premium system to a system funded by an employer paid payroll tax.

If the government, at any time in the future, reverts to an individually paid premium system for basic medical insurance, the parties agree that the employer will pay 100% of the premium for employees on the same basis as exists in the 2014-2019 collective agreement.

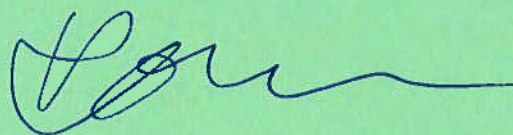
For COTR:



Tom Umh

For Union

Ben Heyde



The Parties agree to renew the following Letters of Understanding:

LOU # 1 – Early Retirement Incentive Program

LOU # 9 – Post Retirement (PR) Faculty

LOU # 13 – Deferred Salary Leave Program

FOR COLLEGE OF THE ROCKIES



Tom Lynch

**FOR COLLEGE OF THE ROCKIES FACULTY
ASSOCIATION**

Ben Heyde

Dowman

The Parties agree to the following changes to article 5:

Article 5 WORKING CONDITIONS


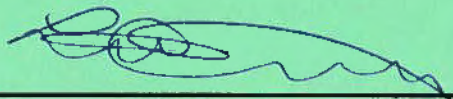
By ~~March 15~~ **February 28**, each Regular employee shall submit for approval an annual proposed schedule on a form provided by the College.

If there are changes requested to the approved plan by either the College or the employee, these changes will be discussed and the plan may be amended.

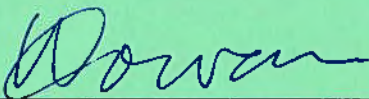
It is acknowledged ~~contact and non-contact~~ faculty work takes place in a variety of settings.

An employee is required to report all planned or unplanned absences to the person designated by their immediate supervisor.

FOR COLLEGE OF THE ROCKIES



FOR COLLEGE OF THE ROCKIES FACULTY
ASSOCIATION



The Parties agree to the following change to article 3.1.4.4(d):

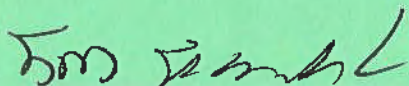
3.1.4.4 Leave for Faculty Association Business

3.1.4.4 – (d)

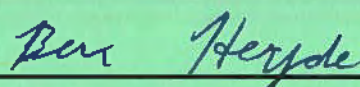
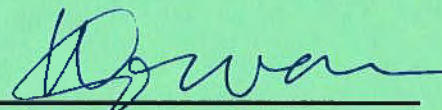
The hiring, scheduling and training of the ~~part-time~~ replacement employee will be the responsibility of the College.

The remainder of the article to remain unchanged

FOR COLLEGE OF THE ROCKIES


_____

**FOR COLLEGE OF THE ROCKIES FACULTY
ASSOCIATION**


_____

SCHEDULE C

The following are changes to the Collective Agreement agreed to by the Parties in relation to the Service Improvement Allocation:

- a) *The Parties agree to the following changes to article 5.2.2.4:*

5.2.2.4 For a regular employee, duties will normally be assigned Monday to Friday. **Where required, in special circumstances, after consultation with and agreement from the affected employee in the area,** a regular instructor may be assigned duties on either or both a Saturday, and a Sunday. That instructor will then be given two consecutive days off with no assigned duties.

- b) *The parties agree to add the following Letter of Understanding to the Collective Agreement:*

Letter of Understanding

Re: Service Improvement Allocation

- a) Further to agreement reached at the FPSE Template Table, the College and Union have agreed to dedicate the Service Improvement Allocation (SIA) funds to address certain revisions to the terms of the collective agreement, negotiated as part of the renewal of the 2014 – 2019 collective agreement.

- b) The Service Improvement Allocation funds are as follows:

April 1, 2019	\$28,420
April 1, 2020	\$57,480
April 1, 2021	\$87,192
Ongoing	\$87,192

- c) *Uses of the Fund*

The Parties agree to the following revisions to the collective agreement, all to be effective April 1, 2020:

- i) ~~7.2 Salary Schedule for Auxiliary Faculty~~

~~7.2.1 Effective April 1, 2014~~

~~STEP HOUR (BASE) + 4% Vacation Pay + 4% Benefits Pay = HOUR (TOTAL)~~

10	\$31.07	1.24	1.24	\$33.56
9	\$32.53	1.30	1.30	\$35.14
9+	\$33.41	1.34	1.34	\$36.09

~~Effective April 1, 2015~~

~~STEP HOUR (BASE) + 4% Vacation Pay + 4% Benefits Pay = HOUR (TOTAL)~~

JF

10	\$31.38	1.26	1.26	\$33.90
9	\$32.86	1.31	1.31	\$35.48
9+	\$33.74	1.35	1.35	\$36.44

- ~~February 1, 2016^{1 2 3}~~ ~~Economic Stability Dividend (ESD) increase~~
- ~~April 1, 2016^{1 2}~~ ~~One half of one percent (0.5%) increase~~
- ~~February 1, 2017^{1 2 3}~~ ~~One percent plus ESD increase~~
- ~~April 1, 2017^{1 2}~~ ~~One half of one percent (0.5%) increase~~
- ~~February 1, 2018^{1 2 3}~~ ~~One percent plus ESD increase~~
- ~~April 1, 2018^{1 2}~~ ~~One half of one percent (0.5%) increase~~
- ~~February 1, 2019^{1 2 3}~~ ~~One percent plus ESD increase~~

¹The first day of the first full pay period after this date. For April 1, 2015, the first day of the first full pay period after this date or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later).

²See the Memorandum of Understanding on the Economic Stability Dividend (ESD) in the 2014-2019 Faculty Common Agreement. Amount may be adjusted depending on the ESD.

³Amounts to be determined depending on the ESD.

7.2.1.1 ~~Auxiliary faculty placement on salary schedule shall be per:~~

Step 10	Probationary/ Inexperienced	Qualified for position and has less than 90 hours of teaching experience
Step 9	Experienced with formal Teaching Methodology	Qualified for position and has 90 hours or more of teaching experience or has completed a Teaching Methodology Program approved by the VP Academic.
Step 9+	Experienced with formal Teaching Methodology	Qualified for position and has 180 hours or more of teaching experience or has completed a Teaching Methodology Program approved by the VP Academic.

~~Note: For non-instructional auxiliary faculty, equivalent criteria will be used.~~

- ii) *Due to the elimination of the Auxiliary Faculty Salary Schedule (article 7.2) outlined above, current auxiliary employees will move to the regular Salary Schedule (article 7.1) as follows:*

Auxiliary Step 9+	=	Regular Step 7
Auxiliary Step 9	=	Regular Step 8
Auxiliary Step 10	=	Regular Step 9

iii) Article 7.3 - Increments

7.3.2 Service as a term or auxiliary employee may result in a delay and alteration of the increment dates so that the employee receives his/her increment at the beginning of the month following the month in which the equivalent of two hundred and five six ~~(205)~~ ~~(206)~~ full-time assigned duty days have been accumulated.

iv) Article 9.2 - Annual Vacation

9.2.5 ~~An~~ auxiliary employee will be paid annual vacation pay in the amount of eight ~~four~~ percent (8%) ~~(4%)~~ calculated on the employee's total wages earned during the employment period.

v) (NEW) Letter of Agreement XX

Re: Service Improvement Fund

The Parties agree to create a Service Improvement Fund (SIF) to encourage and support innovation in instruction through the development, adoption and/or use of technology that will tangibly improve services to students at College of the Rockies.

The Parties agree individual and/or groups of instructors who have an interest in pursuing innovative methods of instruction through technology to improve the learning outcomes for students may access the SIF.

The Parties agree that the SIF should strengthen College of the Rockies' focus on students by providing increasingly relevant, accessible and inspiring learning environments that combine teaching excellence, high quality courses and programs.

Funds:

Beginning April 1, 2020, the College will contribute \$35 000 annually to the SIF.

The fund will be administered on an ongoing basis, and it is the intent of the Parties to fully utilize the available funds.

Funds not allocated within a calendar year will be carried over for one year only.

SIF Expenses:

Acceptable uses of the SIF resources include, but are not limited to:

- Purchase of technology (hardware, software) required for adoption of new or innovative methods of instruction.
- Expenses related to training for instructors in use of new technologies.
- Travel expenses required for research and development of topics directly related to an application.



- **Materials and Supplies** directly related to the initiative and not otherwise customarily provided to the employee in the performance of their duties.

It is understood that any materials, technology, hardware, or software acquired or created as part of an approved SIF initiative will remain the property of College of the Rockies.

The Committee:

A standing Service Improvement Committee (SIC) shall be established, and be comprised of representatives from the existing Faculty Labour/Management Committee. The SIC shall have an equal number of representatives from CORFA and the College.

The Committee will meet at set intervals, normally quarterly, and in conjunction with existing Faculty Labour/Management Committee meetings. Additional meetings may be scheduled in order to consider special projects of a time sensitive or exceptional nature. The SIC shall determine relevant terms of reference for the operation of the Committee.

The Committee will recommend which proposals are to be funded and to what level based on the individual merits of each application and the Criteria outlined below. Such recommendations shall require majority support of the Committee.

In providing support for an application, the Committee will consider its impact on enhancing the student experience.

The Process:

CORFA employees who have an interest in a project or initiative may apply for SIF funding, with the support of their Department Head and Dean. Rationale, and all related supporting documentation are required by the Committee to thoroughly assess the merits of the application.

The Vice President, Academic will make the final decision on all applications recommended by the Committee. Prior to rejection of any application, the Vice President will refer the application back to the Committee to address concerns of the Vice President.

Criteria and Priorities:

The Committee will recommend applications for SIF monies based on the following criteria:

- **Benefits to Students** – the degree to which the proposed initiative supports teaching excellence.
- **Community Need** – the degree to which the proposed initiative overcomes existing obstacles to enhance accessibility and better meet community needs.
- **Anticipated Outcomes** – the degree to which the proposed initiative is student focused and positively impacts the learner experience, including successful career outcomes.

SCHEDULE D

The following are agreements reached between the parties in negotiations at the FPSE Template Table and form part of the overall settlement for the renewal of the 2014 – 2019 collective agreement:

2019 – FPSE TEMPLATE TABLE

between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

representing those employer-members participating in the 2019 FPSE Template Table

("the Employers")

and

FEDERATION OF POST-SECONDARY EDUCATORS OF BC ("FPSE")

representing those of its local unions participating (and whose employers are participating) in the 2019
FPSE Template Table

("the Union")

The parties listed in Schedule "1" have agreed that the following items will form part of the Memorandum of Settlement between them for the 2019 FPSE Faculty Common Agreement. The parties listed in Schedule "1" agree to recommend this Memorandum of Settlement together with the applicable local Memorandum of Settlement to their respective principals.

All changes to existing language are indicated by bold, italicized text and / or strikethrough where required for clarity.

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

All of the terms of the 2014-2019 FPSE Faculty Common Agreement continue except as specifically varied below.

1. **Article 3.2 – Joint Administration and Dispute Resolution Committee**

3.2.1 Formation and Composition

The Parties to this agreement will maintain a Joint Administration and Dispute Resolution Committee (JADRC) consisting of ~~five (5) representatives of the employers and five (5)~~ **three (3)** representatives of ~~each party the Provincial Bargaining Council~~. **Where appropriate, additional individuals may be called as resources, by mutual agreement.**

3.2.2 Operation

Meetings of JADRC shall be held as needed. A meeting shall be ~~called~~ **held** within twenty (20) days of the written request of either party unless mutually agreed otherwise. A minimum of ~~six (6)~~ **four (4)** representatives with equal representation from the Common Parties will constitute a quorum. JADRC will set its own procedures and protocols. All decisions of JADRC will be mutual decisions between the Parties and will be recorded or confirmed in writing.

3.2.3 Purpose

The purpose of JADRC is to:

- (a) Assist in the administration of ~~collective agreements~~ **the Common Agreement.**
- (b) Provide a forum for dialogue between the Parties respecting issues impacting labour relations.
- (c) Provide a means for resolving issues pertaining to the implementation, interpretation and resolution of matters arising from the Common Agreement.
- (d) Appoint arbitrator(s) as applicable for Common Agreement Dispute Resolution
- (e) Develop strategies to reduce arbitration and related costs.

3.2.4 Common Agreement Dispute Resolution

Where a dispute arises concerning the interpretation, application, operation or alleged violation of this Agreement, the local parties will refer the dispute to JADRC using the Dispute Referral Form at Appendix C to this Agreement. Such referral would occur after the local grievance procedure is exhausted or deemed completed by agreement of the local parties.

JADRC will act as the registrar for referred disputes and will forward the matter to an arbitrator, within thirty (30) calendar days of the receipt of the dispute by JADRC's designated registrar. (See Appendix D for the list of arbitrators.)

Notwithstanding the referral of a dispute to an arbitrator, the local parties may mutually agree to request that JADRC attempt to resolve the matter through a pre-hearing discussion at the JADRC level. Where JADRC reaches a mutual decision on a matter referred, the decision will be final and binding upon the local parties.

Prior to an arbitral hearing, and in the absence of any JADRC decision, the local parties may resolve a dispute which relates to the interpretation, application, operation or alleged violation of this Agreement. The resolution is without prejudice or precedent.

3.2.5 Process and Costs

A matter referred to an arbitrator will be scheduled and heard within sixty (60) calendar days of referral unless otherwise mutually agreed by the local parties. Decisions will be final and binding except as provided by Section 99 of the Labour Relations Code.

Arbitral decisions shall be rendered within fifteen (15) calendar days of the conclusion of the hearing. Time limits may be altered by mutual agreement between the parties.

An arbitrator has the authority to order pre-hearing disclosure and to act as a mediator provided such action does not unduly delay a decision.

Each local party will be responsible for its own costs. The costs of the arbitrator will be shared by the local parties.

2. Article 7.8.2 – Additional Leaves

Should an employee require additional time to care for a gravely ill family member, additional leaves may be granted beyond the ~~eight (8)~~ **twenty-seven (27)** week period specified in Article 7.8.1 above. Such additional leave shall be ~~pursuant to Article 7.2 General Leave~~ **in accordance with the *Employment Standards Act*, including the certification criteria as outlined in the Act.**

3. [NEW] Leave Respecting the Death of a Child

An employee is entitled to a leave of absence without pay of up to 104 weeks if they are entitled to leave respecting the death of a child under the *Employment Standards Act* and such leave will be in accordance with the *Employment Standards Act*. There will be no interruption in the accrual of seniority or eligibility for benefits.

4. [NEW] Leave Respecting the Disappearance of a Child

An employee is entitled to a leave of absence without pay of up to 52 weeks if they are entitled to leave respecting the disappearance of a child under the *Employment Standards Act* and such leave will be in accordance with the *Employment Standards Act*. There will be no interruption in the accrual of seniority or eligibility for benefits.

5. **[NEW] Leave for Domestic Violence**

Where leave from work is required due to an employee and/or an employee's dependent child being a victim of domestic violence, the employee shall be granted leave, in each calendar year, as follows in accordance with *Employment Standards Act*:

- (a) up to 10 days of unpaid leave to be taken intermittently or in one continuous period;
and
- (b) up to 15 weeks of unpaid leave.

Notwithstanding the above, the Employer will provide pay for three (3) of the days referenced in (a) above. In the event existing legislation is changed regarding domestic violence leave to provide more than three (3) days paid leave, the Employer will provide such leave consistent with the legislation. (No stacking of entitlements.)

6. **Article 7.11 – Public Duties**

7.11.1 An employer ~~will~~**may** grant a leave of absence without pay to an employee to engage in election campaign activities in a municipal, provincial, ~~or~~**or Aboriginal government** election to a maximum of ninety (90) days. Such leaves will not be unreasonably denied.

7.11.2 An employer will grant a leave of absence without pay to an employee:

- (a) to seek election in a municipal, provincial, ~~or~~ federal, **or Aboriginal government** election to a maximum of ninety (90) days.
- (b) Where elected to public office, for up to two (2) consecutive terms.

7.11.3 The Parties agree that **Article 7.11 Public Duties** may be applied to duties that include non-elected Aboriginal governance.

7. **Article 7.12 – Cultural Leave for Aboriginal Employees**

7.12 Cultural Leave for Aboriginal Employees

- (a) A self-identified Aboriginal employee may request up to three (3) days' leave with pay per calendar year to organize and/or attend Aboriginal cultural event(s). Such leave will not be unreasonably withheld.
- (b) Employees will provide the Employer with the dates of the days for which leave will be requested. Wherever possible, a minimum of two weeks' notice is required for leave under this provision.

Remainder of Article to remain the same except renumber.

8. **Article 8.1.2 – Entitlement**

Upon written request, an employee **who elects the extended parental benefit, as defined under the *Employment Insurance Act***, shall be entitled to a leave of absence without pay of up to **six (6) twelve (12)** consecutive months in addition to statutory requirements. **An employee who elects the standard parental benefit as defined under the *Employment Insurance Act***, shall be entitled to up to twelve (12) consecutive months of leave without pay in addition to the statutory requirements.

9. **Article 8.5.3 – Repayment of the Supplemental Employment Benefit**

(a) To be entitled to the Supplemental Employment Benefit as noted above, an employee must sign an agreement that they will return to work (provided there is reasonable expectation of work) and remain in the Employer's employ for a period of the duration of the leaves taken or six (6) months, whichever is less (exclusive of leave taken pursuant to Article 8.1.2) after their return to work. Should the employee fail to return to work for a period of the duration of the leaves taken or six (6) months, whichever is less, the employee shall reimburse the Employer for the Supplemental Employment Benefit on a pro rata basis. Should a repayment be required, any monies owing will be deducted from the employee's pay, if available, otherwise the employee will be invoiced.

(b) Article 8.5.3(a) does not apply to an employee while they are on a leave under Article 8.1.2. Article 8.5.3(a) will apply once the leave under Article 8.1.2 has ended.

10. **Article 9.2.1 – Benefit Provisions**

(A) *The Employer and the Union agree to amend the language of Article 9 as outlined below:*

9.2 **Specific Benefits**

9.2.1 **Benefit Provisions**

The following benefits will be provided to employees based on eligibility requirements in the local collective agreements:

~~(a) Basic Medical Insurance under the British Columbia Medical Plan, subject to Plan provisions. [Note: see LOU NEW]~~

~~(b)~~(a) Extended Health Benefits

(i) Total lifetime coverage level will be unlimited.

(ii) Reimbursement level on claims will be ninety-five percent (95%); where existing reimbursement provisions in a local agreement exceed ninety-five percent (95%), the existing local provision will remain in force.

- (iii) Hearing Aid benefit claims will be to a maximum of ~~six hundred dollars (\$600) every five (5) years. Effective January 1, 2017, hearing aid coverage shall be increased to \$1000 every three (3) years.~~
- (iv) Medical Travel Referral Benefit shall be in accordance with the provisions set out in Appendix F.
- (v) Health and welfare benefits coverage will cease on the day that an employee's employment terminates.
- (vi) Eye vision exams shall be reimbursed to a maximum of ~~seventy-five dollars (\$75)~~ **one hundred dollars (\$100)** every two (2) years.
- (vii) ~~Effective January 1, 2017, v~~Vision care shall be increased to ~~\$500 six-hundred and fifty dollars (\$650)~~ every two (2) years.

Remainder of Article to remain the same except renumber.

(B) Further to the above, while not to be included in the Common Agreement, effective date of ratification, the Employer agrees that the Extended Health Benefits plans will be amended such that the reimbursement for professional services will be amended from \$10 per visit maximum to \$20 per visit maximum for the first five (5) visits per calendar year, where applicable, and subject to the terms of each applicable Extended Health Benefits plans.

(C) Further to the deletion of Article 9.2.1 (a) above, the Employer and the Union agree to the following Letter of Understanding, effective January 1, 2020:

LETTER OF UNDERSTANDING [NEW]

MEDICAL SERVICES PLAN OF BC

The parties recognize that the method of funding MSP has been changed from an individually paid premium system to a system funded by an employer paid payroll tax.

If the government, at any time in the future, reverts to an individually paid premium system for basic medical insurance, the parties agree that the employer will pay 100% of the premium for employees on the same basis as exists in the 2014 – 2019 collective agreement.

11. Article 12 – Salaries

Article 12 – Salaries

12.1 Provincial Salary Scale

The Provincial Salary Scale is attached as Appendix A.

12.1.1 Effective the first day of the first full pay period after April 1, ~~2015-2019~~ or the first day of the first full pay period after the date of tentative settlement ratification of the collective agreement (whichever is later), all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, ~~2015-2019~~ shall be increased by ~~one percent (1%)~~ **two percent (2%)**. The Parties agree that retroactive adjustment **from the date of ratification to April 1, 2019** will apply in the case of a tentative settlement on or before **June 30, 2020** ~~September 1, 2015~~. After that date there will be no retroactive adjustment. **The parties agree that PSEA and FPSE may extend this June 30, 2020 deadline by mutual agreement.**

~~12.1.2~~ Effective the first day of the first full pay period after February 1, 2016, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2016 shall be increased by the Economic Stability Dividend*.

~~12.1.3~~ **12.1.2** Effective the first day of the first full pay period after April 1, ~~2016-2020~~, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, ~~2016~~ **2020** shall be increased by ~~one half of one percent (0.5%)~~ **two percent (2%)**. The Parties agree that retroactive adjustment **from the date of ratification to April 1, 2020** will apply in the case of a tentative settlement on or before **June 30, 2020**. After that date there will be no retroactive adjustment. **The parties agree that PSEA and FPSE may extend this June 30, 2020 deadline by mutual agreement.**

~~12.1.4~~ Effective the first day of the first full pay period after February 1, 2017, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2017 shall be increased by ~~one percent (1%)~~ plus the Economic Stability Dividend*.

~~12.1.5~~ **12.1.3** Effective the first day of the first full pay period after April 1, ~~2017-2021~~, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, ~~2017~~ **2021** shall be increased by ~~one half of one percent (0.5%)~~ **two percent (2%)**.

~~12.1.6~~ Effective the first day of the first full pay period after February 1, 2018, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2018 shall be increased by ~~one percent (1%)~~ plus the Economic Stability Dividend*.

~~12.1.7~~ Effective the first day of the first full pay period after April 1, 2018, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2018 shall be increased by ~~one half of one percent (0.5%)~~.

~~12.1.8~~ Effective the first day of the first full pay period after February 1, 2019, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 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 wage increases shall apply to all current employees who are members of the bargaining unit **on the date of ratification**.

Notwithstanding the foregoing, any former employees who worked for any of the FTT Employers in a FTT bargaining unit position between April 1, 2019 and the date of ratification must apply to the applicable FTT Employer within eight (8) ~~six (6)~~ weeks of the date of ratification in order to be eligible and receive the increased amount as retroactive pay. It is understood that any retroactive payments will be processed when practicable, given the current public health issue.

~~* See Appendix A for the Memorandum of Understanding on the Economic Stability Dividend (ESD).~~

12.2 Secondary Scale Adjustment

All steps on secondary scales will be increased as follows:

~~12.2.1~~ Effective the first day of the first full pay period after April 1, 2015 ~~2019 or the first day of the first full pay period after the date of tentative settlement ratification of the collective agreement (whichever is later): one percent (1%) two percent (2%).~~ The Parties agree that retroactive adjustment will apply **from the date of ratification to April 1, 2019** in the case of a tentative settlement on or before **June 30, 2020** ~~September 1, 2015~~. After that date there will be no retroactive adjustment. **The parties agree that PSEA and FPSE may extend this June 30, 2020 deadline by mutual agreement.**

~~12.2.2~~ Effective the first day of the first full pay period after February 1, 2016: Economic Stability Dividend*.

~~12.2.3~~ **12.2.2** Effective the first day of the first full pay period after April 1, 2016 ~~2020: one-half of one percent (0.5%) two percent (2%).~~ The Parties agree that retroactive adjustment will apply **from the date of ratification to April 1, 2020** in the case of a tentative settlement on or before June 30, 2020. After that date there will be no retroactive adjustment. **The parties agree that PSEA and FPSE may extend this June 30, 2020 deadline by mutual agreement.**

~~12.2.4~~ Effective the first day of the first full pay period after February 1, 2017: one percent (1%) plus Economic Stability Dividend*.

~~12.2.5~~ **12.2.3** Effective the first day of the first full pay period after April 1, 2017 ~~2021: one-half of one percent (0.5%) two percent (2%).~~

~~12.2.6~~ Effective the first day of the first full pay period after February 1, 2018: one percent (1%) plus Economic Stability Dividend*.

~~12.2.7~~ Effective the first day of the first full pay period after April 1, 2018: one-half of one percent (0.5%).

~~12.2.8~~ Effective the first day of the first full pay period after February 1, 2019: one percent (1%) plus Economic Stability Dividend*.

~~12.2.9~~ **12.2.4** Despite Articles 12.2.1 to ~~12.2.8~~ **12.2.3**, above, local parties may elect to revise secondary scales to the extent possible within a weighted average of the salary increases specified in Article 12.2.

The new rates shall be rounded to the nearest whole cent or dollar as applicable. These wage increases shall apply to all current employees who are members of the bargaining unit **on the date of ratification**.

Notwithstanding the foregoing, any former employees who worked for any of the FTT Employers in a FTT bargaining unit position between April 1, 2019 and the date of ratification must apply to the applicable FTT Employer within eight (8) ~~six (6)~~ weeks of the date of ratification in order to be eligible and receive the increased amount as retroactive pay. It is understood that any retroactive payments will be processed when practicable, given the current public health issue.

~~* See Appendix A for the Memorandum of Understanding on the Economic Stability Dividend (ESD).~~

...no changes to Articles 12.3, 12.4, and 12.5

12.6 Faculty Administrative Stipends

Stipends currently in place for faculty administrative positions that are occupied by employees covered by this Agreement shall be increased as follows:

12.6.1 Effective the first day of the first full pay period after April 1, 2015 ~~2019~~ or the first day of the first full pay period after the date of tentative settlement ~~ratification~~ of the collective agreement (whichever is later): ~~one percent (1%)~~ **two percent (2%)**. The Parties agree that retroactive adjustment will apply **from the date of ratification to April 1, 2019** in the case of a tentative settlement on or before **June 30, 2020** ~~September 1, 2015~~. After that date there will be no retroactive adjustment. **The parties agree that PSEA and FPSE may extend this June 30, 2020 deadline by mutual agreement.**

~~12.6.2~~ Effective the first day of the first full pay period after February 1, 2016: Economic Stability Dividend*.

~~12.6.3~~ **12.6.2** Effective the first day of the first full pay period after April 1, 2016 ~~2020~~: ~~one-half of one percent (0.5%)~~ **two percent (2%)**. The Parties agree that retroactive adjustment will apply **from the date of ratification to April 1, 2020** in the case of a tentative settlement on or before **June 30, 2020**. After that date there will be no retroactive adjustment. **The parties agree that PSEA and FPSE may extend this June 30, 2020 deadline by mutual agreement.**

12.6.4 Effective the first day of the first full pay period after February 1, 2017: ~~one percent (1%) plus Economic Stability Dividend*~~.

~~12.6.5~~ **12.6.3** Effective the first day of the first full pay period after April 1, 2017 ~~2021~~: ~~one-half of one percent (0.5%)~~ **two percent (2%)**.

~~12.6.6~~ Effective the first day of the first full pay period after February 1, 2018: ~~one percent (1%) plus Economic Stability Dividend*~~.

~~12.6.7 Effective the first day of the first full pay period after April 1, 2018: one half of one percent (0.5%).~~

~~12.6.8 Effective the first day of the first full pay period after February 1, 2019: one percent (1%) plus Economic Stability Dividend*.~~

The new rates shall be rounded to the nearest whole cent or dollar as applicable. These wage increases shall apply to all current employees who are members of the bargaining unit **on the date of ratification**.

Notwithstanding the foregoing, any former employees who worked for any of the FTT Employers in a FTT bargaining unit position between April 1, 2019 and the date of ratification must apply to the applicable FTT Employer within eight (8) ~~six (6)~~ weeks of the date of ratification in order to be eligible and receive the increased amount as retroactive pay. It is understood that any retroactive payments will be processed when practicable, given the current public health issue.

~~* See Appendix A for the Memorandum of Understanding on the Economic Stability Dividend (ESD).~~

12. Article 13.3

The following Articles are not subject to Article 13.1 above:

- Article 2 - Harassment
- Article 3.1 - Human Resource Database
- Article 3.2.1 - 3.2.5 - Joint Administration and Dispute Resolution Committee
- Article 4 - Prior Learning Assessment
- Article 6.1.7 - Referral to JADRC
- Article 6.2 - Program Transfers and Mergers
- Article 6.3 - Registry of Laid Off Employees
- Article 6.4 - Targeted Labour Adjustment
- Article 6.6 - Educational Technology/ Distributed Learning
- Article 7.8 - Compassionate Care Leave
- **Article 8 - Parental Leave**
- Article 9.1 - Joint Committee on Benefits Administration
- Article 9.3 - Disability Benefits
- Article 12.1 and Appendix A - Provincial Salary Scale
- Article 12.2 - Secondary Scale Adjustment
- Letter of Understanding - Expedited Arbitration

13. Article 17 – Term

This Agreement shall be in effect from April 1, ~~2014-2019~~ to March 31, ~~2019-2022~~, and shall continue in force until the renewal of this Agreement.

14. Appendix A – Provincial Salary Scale

Table to be updated as per Article 12 Salaries.

15. **Appendix B – List of Investigators**

**APPENDIX B
LIST OF INVESTIGATORS**

The following list of investigators is attached for the use of the local parties at their option under Article 2.3.3 and 2.3.4

Rebecca Frame
~~Irene Holden~~
~~Betty Baxter~~ **Linda Sum**
Ana Mohammed
~~Louise Pohl~~
Kyra Hudson
Laurie Mills
Yuki Matsuno
Ken Saunders

This list may be amended at any time by the Joint Administration Dispute Resolution Committee.

16. **Appendix C – Dispute Referral Form**

Renew.

17. **Appendix D – List of Arbitrators**

**APPENDIX D
LIST OF ARBITRATORS**

The following arbitrators are to be chosen in rotation as referenced in Articles **3.2.3** and **3.2.4** and **3.2.6**:

~~Irene Holden~~
Joan Gordon
Judi Korbin
~~Chris Sullivan~~
~~Colin Taylor~~
Ken Saunders
Robert Pেকেles
Corinn Bell

This list may be amended at any time by the Joint Administration Dispute Resolution Committee.

18. **Appendix E1 – Registry of Laid Off Employees – Form 1**

Delete the Appendix in its entirety.

Further to the deletion of Appendix E1 Registry of Laid Off Employees – Form 1, the Employer and the Union agree to the following amendment to Article 6.3.1:

6.3 Registry of Laid Off Employees

6.3.1 Electronic Posting of Available Positions

On behalf of the Parties, the PSEA will maintain a system-wide electronic Registry of job postings and the necessary supporting database.

- (a) Institutions are encouraged to use the Registry for the posting of all available positions.
- (b) Institutions will post on the Registry all employment opportunities of half-time or more and longer than three (3) months in duration that are available to applicants beyond those employed by the institution ~~by completing the PSEA Electronic Posting of Available Positions form (Appendix E1 – Form 1).~~
- (c) Postings will be removed from the Registry and archived to the database one (1) week after the closing by the institution that entered the posting.
- (d) Employers may elect to include job postings of positions from institutions not covered by this Agreement.
- (e) All employees covered by this Agreement may access the electronic registry of job postings for purposes of review.
- (f) Unions, employers and eligible employees have the right to access the information on the Registry.

19. **Appendix E2 – Registry of Laid Off Employees (Form 2)**

Renew.

20. **Appendix F – Medical Travel Referral Benefit**

Renew.

21. **Appendix G – Dental Plan**

Renew.

22. **Appendix H – Deferred Salary Leave**

Renew.

23. **Appendix I – Family Members for 7.8 Compassionate Leave**

Renew.

24. **Letter of Understanding 1 – Variant Applications of Common Agreement Provisions to the NVIT parties**

Delete LOU 1 in its entirety.

25. **Letter of Understanding [NEW] – Employment Equity – Aboriginal Employees**

LETTER OF UNDERSTANDING XX

EMPLOYMENT EQUITY – ABORIGINAL EMPLOYEES

PSEA and FPSE recognize that Aboriginal employees are underrepresented in the post-secondary education system. They are committed to redress the under-representation of Aboriginal employees and therefore further agree that:

- PSEA and FPSE will encourage the employers, and with support from the local faculty association/union, to make application to the Human Rights Tribunal under section 42 of the Human Rights Code to obtain approval for a special program that would serve to attract and retain Aboriginal employees.
- PSEA and FPSE will assist the employers and the local faculty association/union as requested in the application for and implementation of a special program consistent with this Letter of Understanding.

26. **Letter of Understanding 5 – Working Committee on Secondary Scales**

Delete LOU 5 in its entirety. (To be replaced by LOU XX – Working Committee on Pay Scales Transition – see item 27.)

27. **Letter of Understanding [NEW] – Working Committee on Secondary Pay Scales**

LETTER OF UNDERSTANDING XX

WORKING COMMITTEE ON SECONDARY PAY SCALES

1. Committee Mandate

The Employer and the Union agree to participate in a joint committee (the “Committee”), with a mandate to:

- Quantify the costs that would be required in order to transition the base pay for employees included in this letter of understanding for each local from the applicable secondary salary scales to the Provincial Salary Scale as appropriate subject to the parameters described below.

2. Application

This LOU will apply to non-regular faculty employees whose pay:

- a. Is determined according to a local salary scale other than the Provincial Salary Scale, or
- b. is differentiated from regular faculty employees due to limits on progression up the salary scale that do not apply to regular faculty employees, or
- c. is differentiated from regular faculty employees due to limits on initial placement on the salary scale that do not apply to regular faculty employees, or
- d. is differentiated from that paid to regular faculty employees through reduction formulas applied to the Provincial Salary Scale that do not apply to regular employees.

3. Exceptions and Additions

This letter of understanding shall not apply to classifications of non-regular faculty employees in the bargaining unit **who do not perform work normally done by regular faculty bargaining unit members, as defined by the collective agreement.** (For example, substitutes, continuing education instructors, and instructional/faculty assistants). Additionally, qualification-based differences in pay are excluded from the scope of this committee work.

In addition to non-regular employees, this letter of understanding shall apply to the following regular employee groups only:

- i. ~~Coast Mountain College: Part-time faculty < 50%~~

- ii. Selkirk College: Regular faculty being paid according to on-line courses (LOU #7 rate E).

iii. **Any other regular faculty groups that the parties mutually agree.**

4. Definition and Formula – Base Pay

This formula calculates base pay for non-regular employees included in this LOU.

This formula sets a standard to be used by the committee for calculating base pay for non-regular faculty employees who perform work normally done by regular faculty bargaining unit members, as defined by the collective agreement during the same time period of their work assignment. For those institutions that have a different pay structure in their local collective agreement for non-regular employees, the pay calculated using the following formula will be converted on the same/equivalent basis to their local pay structure for non-regular employees. (i.e. hourly, per course, weighted hourly, etc.).

Base Pay Formula and Conditions:

- a) The standard for base pay is calculated by the following formula:

$$\frac{S \times D \times P}{Y} \quad \text{where:}$$

- S** is the full-time annual salary on the appropriate step of the grid, as per local collective agreement placement provisions.
- D** is the number of days in the appointment period.
- P** is the percentage of full-time work during the appointment period.
- Y** is two hundred and sixty-one (261) days, which is the number of working days in one year. This is calculated based on three hundred and sixty-five (365) days per year divided by seven (7) days per week and multiplied by five (5) working days per week.

Examples:

Standard Appointment:

A 16-week appointment at 25% of full-time work at step 6 salary would be \$72,340 x 80 days x 0.25 divided by 261 = \$5,543.30

Compressed Appointment:

The same work performed in a compressed format over an 8 week appointment would result in 50% of full-time work for 40 days: \$72,340 x 40 days x 0.50 divided by 261 = \$5,543.30

- b) For clarity, base pay does not include lieu payments, such as vacation and/or benefits. These additional lieu payments, if applicable to non-regular employees in the local collective agreement, would be added to the base pay to formulate the non-regular employee's total compensation related to the term of the work assignment.

- c) The cost to transition an employee from the applicable secondary salary scales to the Provincial Salary Scale will be defined as the difference between the base pay the employee is paid using the secondary scale for the term of their work assignment and the amount the employee would be paid according to the above formula.

5. Costing Criteria:

- a) The Parties will use an average of the most recent 3 years of HRDB data (April 1, 2016 – March 31, 2019) to cost their proposals for costing purposes where the data needed to cost the proposal is available in the HRDB. Where the data necessary to cost the proposals is not available in the HRDB data, the parties will use data from the institution's historic records using the same 3 year period. Where the institution does not use an April 1 – March 31 year, the records used will be those that most closely fit that time period.
- b) Normal rounding principles will apply. If rounding to the nearest dollar, less than .5 dollars will be rounded down to the nearest lower whole dollar and .5 dollars or more will be rounded to the nearest higher whole dollar. If rounding to the nearest cent, less than .5 cents will be rounded down to the nearest lower whole cent and .5 cents or more will be rounded to the nearest higher whole cent.

6. Committee Composition

The Committee shall be equally represented and shall consist of:

- Four (4) Employer Representatives, two (2) of which will be from PSEA; and
- Four (4) Union Representatives.

Costs for leaves and expenses to be borne by each party.

7. Timelines

The work of the Committee will conclude no later than March 31, 2022. This information shall be provided by the Committee to each party's respective principals and may be brought forward by either party in the next round of collective bargaining.

28. Items Tentatively Agreed

Items tentatively agreed by the parties during these negotiations are included as Schedule 2 of this memorandum of settlement and included as agreed changes to the 2014-2019 FPSE Faculty Common Agreement.

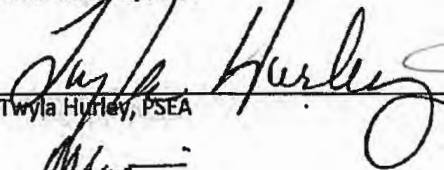
29. The date of ratification will be the date the parties to a local agreement, including the PSEA Board of Directors, conclude the ratification of the local portion and the Common Agreement portion of their 2019-22 collective agreement.

Signed by the parties at Vancouver, British Columbia, on the 5th May of April, 2020.

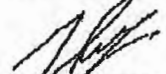
FOR THE PARTICIPATING EMPLOYERS:

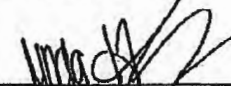

Michael Madill, PSEA

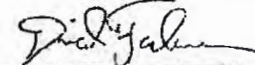

Brian Chutter, PSEA

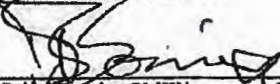

Twyla Hurley, PSEA

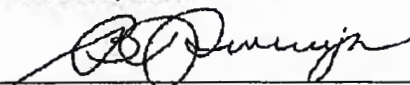

Fred Alaggia, CNC


Gary Leler, COTR


Linda Heska, OC


David Feldman, Selkirk

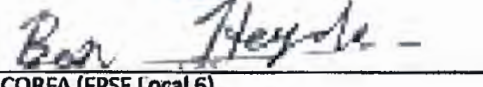

Brian Bonila, CMTN



Barb Severyn, Camosun



Ken Crewe, NIC

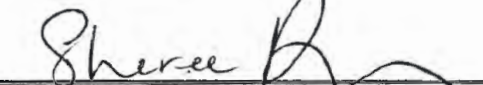
FOR THE PARTICIPATING UNIONS:

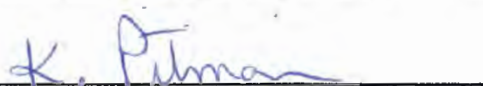

FACNC (FPSE Local 3)

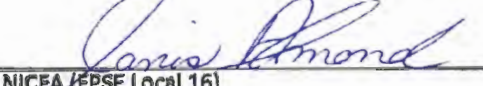

CORFA (FPSE Local 6)


OCFA (FPSE Local 9)


SCFA (FPSE Local 10)


AWU, CUPE Local 2409 (FPSE Local 11)


CCFA (FPSE Local 12)


NICFA (FPSE Local 16)

SCHEDULE 1

- Camosun College / CCFA (FPSE Local 12), Camosun College
- Coast Mountain College / AWU, CUPE Local 2409 (FPSE Local 11), Coast Mountain College
- College of New Caledonia / FACNC (FPSE Local 3), College of New Caledonia
- College of the Rockies / CORFA (FPSE Local 6), College of the Rockies
- North Island College / NICFA (FPSE Local 16), North Island College
- Okanagan College / OCFA (FPSE Local 9), Okanagan College
- Selkirk College / SCFA (FPSE Local 10), Selkirk College

SCHEDULE 2

The parties have tentatively agreed to the following amendments:

“Coast Mountain College”

“Ministry of Advanced Education, Skills and Training”

Gender Neutral Pronouns

Article 2 – Harassment

Article 2.2.1

Article 2.3.4 Investigation

Article 7.1 Definitions

Article 7.8.1 Entitlement

Article 8 Parental Leave

Article 15 Health and Safety Equipment

Memorandum of Understanding – Re: Economic Stability Dividend

Letter of Understanding 2 – Harassment Investigators

Letter of Understanding 3 – Expedited Arbitration

Letter of Understanding 4 – Review of Collective Agreements

Effective the date of ratification, the Employer and the Union agree to the following amendments:

- a) Replace “Northwest Community College” with “Coast Mountain College” wherever it appears in the agreement to reflect the name change of the college.
- b) Replace “Ministry of Advanced Education” with “Ministry of Advanced Education, Skills and Training” wherever it appears in the agreement to reflect the name change of the Ministry.
- c) Replace “her/his” and “his/her” with “their” or “them” as appropriate, and “s/he” with “they” wherever they appear in the agreement to use gender neutral pronouns.

Effective the date of ratification, the Employer and the Union agree to the following amendments:

Article 2 – Harassment

Replace “alleged harasser” with “respondent” in Article 2 – Harassment wherever it appears to update the language to more commonly used terminology.

Effective the date of ratification, the Employer and the Union agree to amend Article 2.2.1 as follows:

As of this date, the grounds protected against discrimination by *BC's Human Rights Code* [R.S.B.C. 1996 c.210] are ~~age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation and, in the case of employment, unrelated criminal convictions~~ **race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.**

Effective the date of ratification, the Employer and the Union agree to amend Article 2.3.4 Investigation as follows:

Where either the complainant or alleged harasser does not agree to mediation, or no resolution is reached during the mediation, the complaint will be referred to an investigator selected from a list of investigators agreed upon by the local parties. **The parties will consider, among other things, the ability of the selected investigator to begin their investigation in a timely manner.**

An investigator will be appointed within ten (10) working days of referral.

Where the local parties are unable to agree on a list of investigators, JADRC will determine the list. (See Appendix B.)

The referral should, where possible, include a written statement from the complainant and the alleged harasser which succinctly outlines the issue(s) in dispute. The referral should be assembled by the Institution and forwarded to the Investigator with a copy sent to the union(s).

The appointment of an investigator does not preclude an investigator from mediating the dispute where possible up to the time of submission of the Investigator's report to the local parties pursuant to Article 2.3.5(a) below.

Any complaint of harassment will be kept confidential except as is necessary to investigate and resolve the issue. Investigators will stress the confidentiality of the investigation with the person(s) interviewed.

Effective the date of ratification, the Employer and the Union agree to amend Article 7.1 Definitions as follows:

All references to spouse within the leave provisions of this agreement include ~~heterosexual, common-law and same-sex partners~~ **married and common-law partners regardless of sexual orientation, gender identity, or gender expression**. References to family include spouse, children, children's spouses, stepchild, stepchild in-law, siblings, in-law siblings, parents, step-parents, parents-in law, grandparents, grandchildren, nieces and nephews, and any other person living in the same household who is dependent on the employee. For the purpose of Article 7.8 – Compassionate Care Leave – only, the definition of "family member" is as set out in Appendix I.

Effective the date of ratification, the Employer and the Union agree to amend Article 7.8 Compassionate Care Leave as follows:

7.8.1 Entitlement

An employee will be granted a compassionate care leave of absence without pay for up to ~~eight (8)~~ **twenty-seven (27)** weeks to care for a gravely ill family member. For the purpose of this Article 7.8, “family member” is defined as one of the persons listed in Appendix I – Family Members for the Purpose of Article 7.8 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.

An employee who is granted a compassionate care leave of absence to care for a gravely ill family member shall be entitled to the benefits as follows:

- a) The employee’s benefit coverage will continue for the duration of the compassionate care leave, to a maximum of ~~eight (8)~~ **twenty-seven (27)** weeks, and the premium payment shall be on the same basis as if the employee were not on leave.
- b) 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)~~ **twenty-seven (27)** weeks, the employer will pay the employer portion of the pension contribution in accordance with the Pension Plan regulations.
- c) Compassionate care leave, up to a maximum of ~~eight (8)~~ **twenty-seven (27)** weeks, shall be treated as continuous employment for the purposes of seniority accrual under this Agreement.
- d) An employee who returns to work following a leave granted under this provision shall be placed in the position the employee held prior to the leave or in a comparable position.

Effective the date of ratification, the Employer and the Union agree to amend provisions of Article 8 Parental Leave as follows:

8.2 Commencement of Leave

Leave taken under Article 8.1.2 shall commence:

- 8.2.1** for the birth mother, immediately after the end of the leave taken under the maternity leave provisions or within **seventy-eight (78)** ~~fifty-two (52)~~ weeks of the birth unless the employer and the employee agree otherwise.
- 8.2.2** for a spouse, a biological father, or a common-law partner to care for the child after the child's birth and within **seventy-eight (78)** ~~fifty-two (52)~~ weeks of the birth.
- 8.2.3** for an adopting parent, within **seventy-eight (78)** ~~fifty-two (52)~~ weeks after the child is placed with the parent.

8.3 Benefits Continuation

The Employer will maintain coverage for medical, extended health, dental, group life and disability benefits for leaves taken under Article 8. For the period of the leave, premium and pension contribution payment will be as follows:

- (a) Premium payment for benefit coverage shall be on the same basis as if the employee were not on leave.
- (b) Contributions for pensionable service shall be on the same basis as if the employee were not on leave. Where an employee elects to buy back pensionable service for part or all of the Article 8 leave, the employer will pay the employer portion of the pension contributions in accordance with the Pension Plan regulations.

8.4 Return to Work

- 8.4.1** An employee who returns to work following a parental leave shall retain the seniority the employee had attained prior to the leave and shall accrue seniority for the period of leave.
- 8.4.2** An employee who returns to work following a parental leave, shall be placed in the same position that employee held prior to the leave or in a comparable position.
- 8.4.3** An employee who has taken leave under this provision is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.
- 8.4.4** Where the proposed commencement of the leave or return to work does not coincide with the instructional calendar the local parties will negotiate mutually acceptable dates.
- 8.4.5** Upon written request, an employee on parental leave under Article 8.1.2 may return to work on a graduated basis. Upon receipt of a request, the local parties will mutually agree to an acceptable graduated parental leave return to work plan for the employee.

8.5 Supplemental Employment Benefit (SEB) for Maternity and Parental Leave

8.5.1 ~~Effective April 1, 2002, w~~When on maternity or parental leave, an employee will receive a supplemental payment added to Employment Insurance benefits as follows:

- (a) For the first ~~two (2)~~ weeks of maternity leave an employee shall receive one hundred percent (100%) of ~~their her~~ salary calculated on ~~their her~~ average base salary.
- (b) For a maximum of fifteen (15) additional weeks of maternity leave the employee shall receive an amount equal to the difference between the Employment Insurance benefits and ninety-five percent (95%) of her salary calculated on her average base salary.
- (c) For up to a maximum of thirty-five (35) weeks of parental leave, the biological ~~mother~~, **adoptive or legally recognized parent** shall receive an amount equal to the difference between the Employment Insurance **Standard Parental EI B**enefits and eighty-five percent (85%) of the employee's salary calculated on ~~their her~~ average base salary.
- ~~(d) For up to a maximum of thirty-seven (37) weeks of parental leave, the spouse, biological father or the common-law partner or adoptive parent who is caring for the child shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five percent (85%) of the employee's salary calculated on his/her average base salary.~~
- (d) **If the biological, adoptive or legally recognized parent elects the Extended Parental EI Benefit, for a maximum of sixty-one (61) weeks the parent shall receive the same total SEB benefit amount received under article 8.5.1(c) when the employee opts for the thirty-five (35) week EI benefit, spread out and paid over the 61 week period. The Employer will make this calculation.**
- (e) **Provided the employee received SEB as per Article 8.5.1(a), (b), (c), or (d), for the last week of the parental leave, where no EI benefit is paid, the employee shall receive one hundred (100%) of their salary calculated on their average base salary.**
- (f) The average base salary for the purpose of Article 8.5.1(a) through **(e)** ~~(d)~~ 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.

8.5.2 An employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits the employee shall provide the employer with proof of application for and receipt of Employment Insurance benefits.

Effective the date of ratification, the Employer and the Union agree to amend Article 15 Health and Safety Equipment as follows:

The employer agrees to supply at no cost to employees all pieces of health and safety apparel and equipment required by **the BC Workers' Compensation Act and the Occupational Health and Safety Regulations.**

Effective the date of ratification, the Employer and the Union agree to the following amendments:

Memorandum of Understanding – Re: Economic Stability Dividend (ESD)

Delete in its entirety.

Effective the date of ratification, the Employer and the Union agree to the following amendments:

Letter of Understanding 2 – Harassment Investigators

Delete in its entirety.

Effective the date of ratification, the Employer and the Union agree to the following amendments:

Letter of Understanding 3 – Expedited Arbitration

9. Issuance of Decision

The decision of the arbitrator is to be completed ~~on the agreed form~~ and mailed to the local parties within three (3) working days of the hearing.

Effective the date of ratification, the Employer and the Union agree to the following amendments:

Letter of Understanding 4 – Review of Collective Agreements

Delete in its entirety.