

MEMORANDUM OF AGREEMENT

between the

COLLEGE OF THE ROCKIES
(hereinafter called "the Employer")

and the

COLLEGE OF THE ROCKIES FACULTY ASSOCIATION
(hereinafter called "the Association")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE COLLEGE OF THE ROCKIES, ACTING ON BEHALF OF THE 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 Association"), AGREE TO RECOMMEND TO THE ASSOCIATION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 01 2010 AND EXPIRING MARCH 31 2012 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2007-2010 Collective Agreement continue except as specifically varied below by paragraphs 2 to 5, both inclusive.

2. Term of Agreement

The term of the new Collective Agreements shall be for twenty four (24) months from April 01, 2010 to March 31, 2012 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, unless otherwise specified.

4. Appendix "A"

The Employer and the Association agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "A" – Local Interim settlement.

5. **Appendix "B"**

The Employer and the Association agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "B" – Faculty Common Agreement.

6. **Ratification**

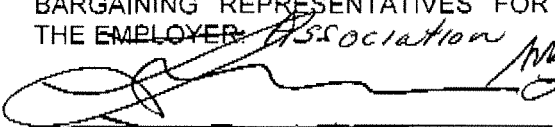
This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

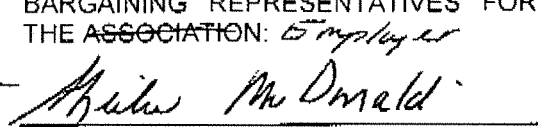
7. All proposals not contained in this agreement are considered withdrawn without prejudice to either party.

Signed this 14 day of June 2012.

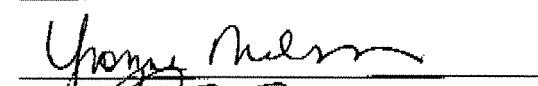
BARGAINING REPRESENTATIVES FOR
THE EMPLOYER: *Association*

BARGAINING REPRESENTATIVES FOR
THE ASSOCIATION: *Employers*



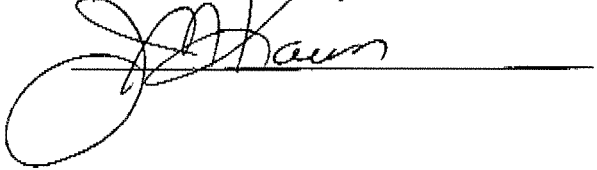


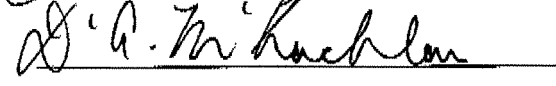












Article 3.1.4.4 Leave for Faculty Association Business

Amend to show the increased release time for the President of the College of the Rockies Faculty Association.

3.1.4.4 Release time for one (1) member of the Faculty Association Executive will be provided on the following basis:

- (a) The College will provide release time to one (1) employee named by the Association, normally the President, for the conduct of Association business. Said release time shall be ~~forty percent (40%)~~ **fifty percent (50%)** of the regular weekly hours of work, i.e., the equivalent of ~~two (2)~~ **two and one half (2.5)** days per week, from September to June.

The release time shall be scheduled/taken at times mutually arranged by and agreeable to the Association and the College.

- (b) Same

Sheila McDonald
College of the Rockies

Leslie Molnar
College of the Rockies Faculty Association

Article 5 Working Conditions

Amend current language to reflect the current protocol of reporting absences

By March 15, 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 ~~from a designated place of duty~~ **to the person designated by their** to the immediate supervisor ~~and/or Human Resources Development Department.~~

Sheila McDonald
College of the Rockies

Kathy Bonell
College of the Rockies Faculty Association

Article 5.1 Duties and Responsibilities of an Employee

5.1 DUTIES AND RESPONSIBILITIES OF AN EMPLOYEE

An employee's commitment to the College may encompass either instructional or non-instructional duties and responsibilities.

~~The~~ Duties and responsibilities are, assigned to an employee by the Dean/ delegate. The work normally performed by employees, may include, as applicable: instructional assignments – all modes; course program and curriculum preparation; curriculum development and revision; review and assessment of courses, programs and curricula; student contact; marking; assessing; development of teaching aids and instructional materials; student screening; educational advising; clinical or practicum placement, supervision, and instruction; field studies/trips; librarian services; and orientation as necessary by program/course/service requirements; participation in in-service activities; acceptance of special assignments related to the specialty(ies) of the employee or to the efficient organization and operation of the College; office hours/availability for student assistance; participation on committees; availability to attend Departmental/College meetings; travel for College duty and responsibilities; professional counselling; and other functions and responsibilities ancillary to the employee's position with the College; all specified herein without limiting the generality of "duty" and "responsibility".

Sheila McDonald
College of the Rockies

Leslie Molnar
College of the Rockies Faculty Association

Article 5.1.3 - Academic Freedom

- 5.13 Every employee is entitled to exercise Academic Freedom in the performance of his/her duties. However, it is recognized ~~that~~ Academic Freedom must be exercised responsibly and act within ~~any~~ pertinent legislation.
- 5.1.3.1 People benefit from the search for knowledge and its free exposition. Academic Freedom is essential to both these purposes in the teaching function of the College as well as in its scholarship and research. There shall be no infringement or abridgement of the academic freedom of any faculty member.
- 5.1.3.2 Academic Freedom is the freedom to examine, question, teach and learn, and it involves the right to investigate, speculate and comment without regard to prescribed doctrine. Academic freedom ensures:
- (a) Freedom in the conduct of teaching; **and the performance of duties**
 - (b) Freedom in undertaking research and publishing or making public the results thereof; **and**
 - (c) Freedom from institutional censorship.
- 5.1.3.3 Academic Freedom carries with it the duty to use that freedom in a responsible way and in a manner consistent with the scholarly obligation to base teaching and research on an honest search for knowledge, **and on the prescribed learning outcomes of the course outlines.**

Sheila McDonald
College of the Rockies

Kathy Bonell
College of the Rockies Faculty Association

Article 5.2.3.1 Non-Instructional Duty Time

5.2.1 Non-instructional Duty Time

Non-instructional duty (NI) days are comprised of duty time where no regular student contact occurs. These days are separate and distinct from Professional Development Days.

5.2.3.2 Entitlement

5.2.3.3. Regular Employees

Regular employees in all programs, including Vocational shall be entitled to at least ten (10) non-instructional **(NI)** duty days per year.

5.2.3.4 Term Employees

The contract of employment of a Term employee will include non-instructional duty days amounting to fifteen percent (15%) of contractual instructional (base) duty days. Non-instructional duty days may be scheduled at the beginning of, during, or at the end of the period covered by the contract.

Article 5.4 Part 1 Professional Development Fund

Renumber Article 5.4 Professional Development to Article 5.7 Professional Development. Amend Article 5.4.1 through to Article 5.4.2.2 to clarify purpose and operation of professional development. Amend current language to clarify purpose and operation of professional development assignments. Delete article 5.4.3.3

X Professional Development

X.1 Purposes of Professional Development

X.1.1 ~~The purposes of professional development are (a) to improve the quality, effectiveness and efficiency of the programs and services of the College, and (b) to keep an employee up to date in instructional processes and skills, and subject matter as appropriate to his/her position at the College.~~

The purposes of professional development include but are not limited to:

- **building discipline expertise;**
- **improving teaching abilities;**
- **maintaining and expanding professional competence;**
- **exploring alternative teaching methods and philosophies;**
- **keeping up-to-date in subject matter;**
- **keeping up-to-date in instructional processes and skills;**
- **carrying out course, program and curriculum development;**
- **maintaining and expand effectiveness in course, program and curriculum development;**
- **reviewing and develop instructional materials.**
- **improving the quality, effectiveness and efficiency of the programs and services of the College**

X.2 Professional Development Duty Days

X.2.1 All Regular employees shall be granted the equivalent of twenty (20) days professional development duty time during the course of a duty year (pro-rata).

~~Professional development duty time will be used to maintain and expand professional competence and effectiveness in course, program and curriculum development; carry out course, program and curriculum development; build discipline expertise; improve teaching abilities, and review and develop instructional materials.~~

X.2.2 Whenever possible, professional development duty days will be assigned in groups of consecutive full days.

X.3 Professional Development Assignments

X.3.1 **All Regular employees shall submit a written proposed professional development plan to their Dean. The planning process will be consultative and the PD proposal will be faculty driven.**

Amendments will be by mutual agreement. Approval is based on consistency with the purposes outlined in X.1.1

At least one (1) month prior to the professional duty days being approved and undertaken, the Regular employee and the Dean/delegate will meet in person and review the proposed schedule and discuss professional development objectives and priorities to be undertaken.

~~All Regular employees shall submit a proposed schedule of professional development duty days as per article 9.2.4. At least one (1) month prior to the professional duty days being approved and undertaken, the Regular employee and the Dean/delegate will review the proposed schedule and discuss professional development objectives and priorities, and the employee will complete a form provided by the College in order to identify professional development objectives and priorities to be undertaken. Approval or amendment of the schedule and assignments will be determined by the Dean/delegate on the basis of consistency with the purposes described in article 5.4.1.1, the objectives discussed, the needs of the College, the availability of resources, and the merits of the request.~~

X.3.2 All Regular employees, within one (1) month of completion of professional development duty, shall submit to the Dean/delegate satisfactory evidence of having carried out the assignment and met the objectives for which the duty time was approved.

~~The "satisfactory" evidence referred to in Article 5.4.3.2 above, for all professional development assignments will be compiled annually in an anecdotal form report by the Senior Instructional Officer/delegate. The purpose of this report, which shall include cost, shall be to monitor professional development efficacy vis-à-vis Article 5.4.1. This report will be made available to the President of the College and to the Faculty Association.~~

X.4 Common Faculty Professional Development Fund

As green sheeted

X.5 Faculty Development Funds

Same as current language, just re-numbered as X.5

Sheila McDonald
College of the Rockies

Leslie Molnar
College of the Rockies Faculty Association

Article 5.4 Part 2 Common Faculty Professional Development Fund

5.4 Part 2 Common Faculty Professional Development Fund

5.4.1 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.

5.4.2 Eligibility

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

5.4.3 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.

5.4.4 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 V.P., Education, and present her/him with its analysis and recommendations. All applications for funding will be ranked by the Committee for consideration by the

Vice President, Education. The VP, Education, will consider all recommendations of the Committee and be responsible for the final approval of applications.

5.4.5 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.

5.4.6 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 15th of each year. The Committee will review all applications and the Chair will meet with the VP, Education, not later than May 15th to make recommendations. The VP, Education, shall make final approval of applications not later than May 31st. 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. Funds not used in a fiscal year will be carried forward to the next fiscal year.
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, Education.
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.

Sheila McDonald
College of the Rockies

Leslie Molnar
College of the Rockies Faculty Association

Article 6 – Selection and Appointment

Amend current language to define emergency hire as per current practice

- 6.1 Same
- 6.1.1 Same
- 6.1.2 Same
- 6.1.2.1 Same
- 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, and will be posted within the College 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.
- 6.1.2.3 Emergency Hire Situation
- 6.1.2.3.1 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 fourteen (14) days, and there is no other employee with a right of first refusal to the work.
- 6.1.2.3.2 An Emergency Hire is a short-term replacement position. Depending on the program or service, the position will be for a maximum of thirty (30) days or until the end of the current academic semester.
- 6.1.2.3.3 Recruitment for emergency hires shall normally occur in consultation with employees in the respective department or program area. The emergency hire does not require a Search Committee.
- 6.1.2.3.4. 3 If the replacement work is anticipated to continue after the time periods identified in Article 6.1.2.3.2, the position will be posted and normal hiring process will apply.

Sheila McDonald
College of the Rockies

Leslie Molnar
College of the Rockies Faculty Association

Article 6 – Selection and Appointment

- 6.6 **Right of First Refusal/Conversion to Regular Full-Time**
- 6.6.1 Same as in current Collective Agreement.
- 6.6.2 Same as in current Collective Agreement.
- 6.6.2.1 In situations as per 6.6.2 above, where more than one Non-Regular employee is claiming a right of first refusal, the determining factor for that right shall be based upon **total duration of service within the bargaining unit. Service will be calculated in months using the same process used for Regular employees, as per Article 13.1.4. In the case of equal rankings, the employee with the earlier** date of first appointment with the College **will have the right of first refusal.** Seniority will ~~not~~ be lost if a break of service of ~~not~~ more than twenty (20) months occurs.
- 6.6.2.2 The employer will maintain a record of time worked by Non-Regular employees at the College for the purposes of right of first refusal and regularization. The employer will also maintain a record of time worked by Regular Part-time and Regular Sessional employees for the purpose of right of first refusal and conversion to Regular Full-time.

Sheila McDonald
College of the Rockies

Leslie Molnar
College of the Rockies Faculty Association

Article 7.2.2.1 Employment of Auxiliary Faculty

7.2.2.1 Auxiliary Vocational Course/Program instructors shall be employed for the least of:

a) double their assigned ~~contract~~ contact hours to a maximum of three (3) paid hours;

b) a half day and be paid for 3.5 duty hours;

OR

c) a full day and be paid for 7.0 duty hours.

Sheila McDonald
College of the Rockies

Leslie Molnar
College of the Rockies Faculty Association

College of the Rockies

College of the Rockies Faculty Association

Article 7.4.1.2 - Initial Placement on Scale

Amend current language to include information about initial placement in the Letter of Hire so that new faculty are aware of the criteria and the deadline for appeal.

7.4.1 Initial Placement

- 7.4.1.1 Nothing in this agreement shall prevent a prospective employee from being hired at a salary above the minimum required by this Article.
- 7.4.1.2 In the determination of initial step placement on the salary schedule for each employee one (1) step will normally be credited for every year of relevant full-time teaching experience. Consideration will be given to other related work experience, and further consideration will be given to relevant educational attainment which is in excess of the accreditation normally required for the position, e.g., advanced degrees in a relevant subject area, Instructor's Diploma, Teaching Certificate.
- A copy of Article 7.4.1 will be included with each new employee's letter of hire.**
- 7.4.1.3 The onus is on the prospective employee to submit, prior to appointment, documentation in proof of instructional/work experience for credit.
- 7.4.1.4 The Association shall be advised of the name and initial placement of all employees upon confirmation of appointment.
- 7.4.1.5 An employee who feels that an anomaly or inequity exists in his/her initial placement on the salary schedule may, within ninety (90) working days of his/her initial placement, request a review by the President of the Association and the appropriate Dean of Instruction/Manager.

The final decision with respect to salary placement shall be made by the President and should this decision be unacceptable to the employee or Association, they shall have access to the provisions of Article 21 of this Agreement.

Sheila McDonald
College of the Rockies

Leslie Molnar
College of the Rockies Faculty Association

Article 9.2.2.1 – Christmas Vacation

9.2.2 Christmas Vacation Break Between Christmas and New Year's

9.2.2.1 A Christmas vacation shall be scheduled for regular employees for all working days inclusive of the time frame December 25 to January 1. This vacation shall be part of the annual vacation defined in 9.2.1, unless the employee has been assigned duties as per Article 5.3.1 during those days. The break between Christmas and New Year's (December 25 to January 1) shall normally be scheduled for Regular employees as vacation days. As part of their annual Leave Plan request, a regular employee may request to take some or all of these days as non-instructional duty days or professional development days.

Remainder of Article – Same

Sheila McDonald
College of the Rockies

Kathy Bonell
College of the Rockies Faculty Association

Article 11.5 Compassionate Leave

Amend title to reflect that bereavement leave is a part of compassionate leave. Amend language – authorization for the leave to come for Executive Director, HR to maintain College wide consistency in application.

- 11.5 Compassionate Leave **and Bereavement Leave**
- 11.5.1 Upon request, the ~~Dean/Delegate~~ **Executive Director, Human Resources** may authorize compassionate leave including bereavement leave with pay of up to five (5) working days.

Sheila McDonald
College of the Rockies

Leslie Molnar
College of the Rockies Faculty Association

Article 11.7.2 Political Leave

Amend current language - propose we delete the restriction regarding one (1) term of political office. Replaces 11.7.1 and 11.7.2

11.7 Political Leave

11.7.1 Refer to Common Agreement Article 7.10 – Public Duties which reads:

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

7.10.2 *An employer will grant a leave of absence without pay to an employee:*
(a) to seek election in a municipal, provincial or federal election to a maximum of ninety (90) days.
(b) Where elected to public office, for up to two (2) consecutive terms.

11.7.2 ~~In the event that a regular employee of the College is elected to a full-time political office he/she may be granted a leave of absence without pay by the College Board on the recommendation of the President for one (1) term of political office. The request for leave of absence without pay must be submitted one month prior to the first day of leave.~~

11.7.3 Upon returning to employment the employee shall be reinstated to his/her faculty position, with all benefits and seniority to which he/she would have been entitled had the leave not taken place.

Sheila McDonald
College of the Rockies

Leslie Molnar
College of the Rockies Faculty Association

Article 11.3 Leaves of Absence from Duty - Leaves and Parental Leaves

11.3 ~~Maternity/Legal Adoption Leave~~ Pregnancy and Parental Leaves

11.3.1 Written Application

11.3.1.1 ~~Maternity/legal adoption~~ Pregnancy and/or Parental Leaves will be granted per Sections 50 and 51 of Part 6 ~~Part 7 (Pregnancy and Parental Leave) (Maternity Leave)~~ of the *Employment Standards Act* on written application to the appropriate Dean/delegate

11.3.1.2 The written application for ~~maternity~~ Pregnancy Leave will be supported by a certificate from a medical practitioner stating ~~that~~ the employee is pregnant and estimating the probable date of birth of the child.

11.3.1.3 The employee applying for adoption leave shall furnish proof of legal adoption of a child.

11.3.1.4 If the leave will affect part or all of any semester, the employee shall give as much notice as possible to allow satisfactory arrangements to be made to cover any duties involved.

11.3.1.5 Refer to the Common Agreement Article 8 – Parental Leave which outlines benefit entitlements.

Sheila McDonald
College of the Rockies

Leslie Molnar
College of the Rockies Faculty Association

Article 13.1.3 Layoff and Recall of Employees

Amend list of functional areas.

13.1.3 Reduction Sequence (Employee Functional Areas)
 If it becomes necessary to reduce the number of regular employees in one (1) or more functional areas, the principle of seniority shall apply within each of the following functional areas.

Employee Functional Areas for Layoff and Recall

Aboriginal Education Advisor	Curriculum Developer	New Media Communications)
Aboriginal Education Coordinator	CYFS: Early Childhood Education	Office Administration (formerly Office Administration And Technology)
Adult Basic Education	CYFS: Education Assistant (formerly CYFS: Teacher Assistant)	Philosophy
Adventure Tourism Business Operations	CYFS: Human Service Worker	Physics
Anthropology	Database Administration	Planermill Maintenance
Applied Computers	Disability Services Coordinator	Plumbing
Applied Research Analyst	E-Learning Specialist	Political Science
Astronomy	Economics	Practical Nursing
Automotive Service Technician	Educational Advising	Psychology
Bachelor of Science Nursing	Electrical	Public Services Librarian
Bachelor of Science Nursing Mental Health	English	Recreation Management
Basic Health Sciences	English Language Training	Religious Studies
Biology	Fine Arts	
BUAD: Accounting	French	Small Engine Repair
BUAD: Computer Systems Management	Geography	Sociology
BUAD: General Management	Geology	Spanish
BUAD: Marketing	Hairdressing/Hairstylist	Theatre
Carpentry/Joinery	Health Care Assistant (formerly Resident Care/Home Support Attendant)	Timber Framing

Certified Dental Assistant	Heavy Duty Equipment Technician/Truck and Transport Mechanic (formerly Heavy Duty/Commercial Transport Mechanics)	Tourism Management
Chemistry	History	Transitions
Collision Repair	Horticulture	Welding
Communications	Human Kinetics	Women's Studies
Computer Information Systems	Learning Specialist	
Computing Sciences	Literacy Capacity Coordinator	
Computer & Web Specialist	Mathematics	
Counsellor	Media Librarian	
Creative Writing	Millwright/Industrial Mechanic (formerly Millwright)	
Criminology/Criminal Justice	Mountain Adventure Skills Training	
Culinary Arts/Professional Cook Training	Network Support Technician	

This list of functional areas can be amended per article 13.1.3.4

Sheila McDonald
College of the Rockies

Leslie Molnar
College of the Rockies Faculty Association

13.1.4 Seniority

13.1.4.1 Calculation for Regular Employees

The seniority of a regular employee shall be equal to the total duration of service within the bargaining unit, including vacations and approved leaves. **Service in the bargaining unit is measured in months. Regular employees accrue twelve (12) months seniority per year.**

13.1.4.2 Service for Non-Regular Employees

Non-regular employees do not have Seniority but accrue service in the Bargaining Unit. Service that counts towards seniority will be lost if there is a break in service of more than 20 months.

13.1.4.3 Conversion of Service Upon Regularization

Upon Regularization, the number of months of service in the bargaining unit is converted to that employee's seniority. Term employees accrue one (1) month of service for any portion of a month included in their term of employment; and auxiliary employees accrue one (1) month of service for any portion of a month the auxiliary employee works.

13.1.4.4 Seniority for Selection Purposes

In the case of equal rankings, the employee with the earlier date of initial appointment as a member of the bargaining unit shall be considered the senior.

If the ranking are still equal, the employee with greater hours worked in the bargaining unit will be considered the senior.

If the rankings are still equal, the date of first appointment with the College shall be the determining factor.

13.1.4.5 Seniority on Recall

If a former regular employee is recalled as per article 13.1.10, his/her seniority held per article 13.1.4 on the date of his/her recall will be reinstated.

13.1.4.6 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 of each year.

13.1.4.7 Letter of Appointment

Regular and Term employees shall receive a letter of appointment prior to commencing employment. The Employer shall provide the President of the Faculty Association with a copy of all letters of appointment issued to Regular and Term employees.

13.1.4.8 Seniority Accrual – Paid and Unpaid Leaves

Reference Article 7.3 of the Common Agreement which states: “All paid leaves shall be treated as continuous employment for the purposes of seniority accrual. Unpaid leaves shall be treated as continuous employment for the purposes of seniority accrual for the duration of the leave, except for movement up the salary increment scale.”

13.1.4.9 Loss of Seniority

Regular employees shall lose their seniority in the event that:
(a) They are discharged for just cause;
(b) They voluntarily terminate their employment;
(c) They are on layoff for more than two (2) years;

Sheila McDonald
College of the Rockies

Kathy Bonell
College of the Rockies Faculty Association

COPYRIGHT

Article 14 Copyright

- ~~14.1~~ The copyright to all written, recorded or artistic work shall be retained by the employee, except as noted in article 14.2.
- ~~14.2~~ Copyright will vest with the College whenever materials are prepared by the employee during the course of his/her duties.
- ~~14.3~~ If an employee incurs substantial costs which are borne by the College in producing any written, recorded or artistic work for which the copyright is held by the employee, the employee shall reimburse the College for such costs.

14.1 Refer to Common Agreement Article 5 – Copyright and Intellectual Property

Sheila McDonald
College of the Rockies

Leslie Molnar
College of the Rockies Faculty Association

ARTICLE 15 PERSONNEL FILES

ARTICLE 15 PERSONNEL FILES

Amend current language to incorporate current practice.

- 15.1 There shall be one official Personnel File maintained by the College in Human Resources for each employee covered by this Agreement.
- ~~15.2~~ An employee shall have the right, upon giving notice to the Director, Human Resource Development, to have access to his/her personnel file and shall have the right to respond in writing to any document contained in the file.
- Such a response shall become part of the permanent record. Upon request, photocopies of any document contained in his/her personnel file shall be provided to the employee.
- ~~15.2 1.1~~ Personnel Files will be kept confidential. and access will be limited to the College President, the Human Resources Director, appropriate Deans or their respective designates who are not members of the Association acting on their behalf.
- ~~15.2~~ The College shall not release information contained in an employee's Personnel File to unauthorized individuals without the written consent of the employee concerned.
- ~~15.3~~ During normal working hours and in the presence of the Human Resources Director or delegate, every employee has the right of access to their Personnel File alone or accompanied by the President of the Faculty Association. Upon request, employees are entitled to a copy of any material in their Personnel Files.
- ~~15.4~~ Each document directed to the Personnel File which constitutes disciplinary action shall be signed by the employee as evidence a copy has been received. The employee's signature does not indicate agreement with the contents of the document. Refusal on the part of the employee to sign such documents shall not preclude their placement in the Personnel File.
- ~~15.4.1~~ Any disciplinary documentation shall be removed from the Personnel File after the expiration of twenty-four (24) months from the date it was issued.

Sheila McDonald
College of the Rockies

Leslie Molnar
College of the Rockies Faculty Association

ARTICLE 17.3 – HEALTH AND SAFETY

- 17 Occupational Health and Safety
- 17.1 The College of the Rockies is committed to an Occupational Health, Safety and Environmental Program that protects students, staff, faculty/employees and the general public. Protection from accidental and preventable injury is this program's goal.**
- Safety is the direct responsibility of everyone. With the support and commitment of everyone, this goal can be accomplished. Pursuant to the *Workers Compensation Act* requirements for training and posting of policies, all employees will perform their jobs according to established procedures, following safe work practices, and reporting foreseeable hazards.**
- 17.12 The College agrees to comply with all regulations made pursuant to the *Workers Compensation Act* and any other statute of the Province of British Columbia pertaining to occupational health and safety.
- 17.23 The College will provide a link on the College Intranet to the ~~WCB~~ **Work Safe BC** website and to the relevant College policy regarding Safety Equipment/Apparel.
- 17.4 The College shall maintain an Occupational Health and Safety Committee in keeping with *Workers Compensation Act* and Regulations and ensure such committee carry out all the duties and responsibilities in accordance with the statutes. There shall be no fewer than two (2) CORFA members appointed by the Association on this committee.**
- 17.5 Pursuant to Section 150 of the *Workers Compensation Act*, no employee will be disciplined for acting in compliance with the Act.**
- 17.6 All accidents and injuries must be reported by an employee within twenty-four (24) hours or as practicable to the employee's immediate supervisor or the Human Resources Department.**

Sheila McDonald
College of the Rockies

Leslie Molnar
College of the Rockies Faculty Association

Article 18 – Student Complaints

18

Student Complaints Concerns

If a Dean/Manager receives and intends to follow up on a student ~~complaint~~ concerning concern about an employee, that employee will be informed of the substance of the ~~complaint~~ concern within seven (7) days of receipt of the ~~complaint~~ concern. The employee will also be given an opportunity to respond to the ~~complaint~~ concern.

Sheila McDonald
College of the Rockies

Leslie Molnar
College of the Rockies Faculty Association

November 24, 2011

Letters of Understanding

Retain:

Letter of Understanding re: Early Retirement Incentive Program

Letter of Understanding re: University Studies and Career Technical

Pilot Project Preparation Hours Per Week

Letter of Understanding re: Distributed Learning

Letter of Understanding re: Flexible Configurations of Work

Letter of Understanding re: Courses Offered Through Institutes or Community Development

Letter of Understanding re: Role of Contract Employees

Letter of Understanding re: Second Functional Areas

Letter of Understanding re: Evaluation and Performance Review Criteria

Letter of Understanding re: Interpretation of Article 5.2.2.1 of the Local Faculty Agreement

vis-à-vis Article 6.6 of that same Agreement

Letter of Understanding re: Interpretation of Article 13 of the Local Faculty Agreement

Interim Letter of Understanding re: Local Government Management Courses (LGMA)

Letter of Understanding: Global Studies Graduate Certificate Program

Eliminate:

Memorandum of Understanding – Department Heads (expired)

Sheila McDonald
College of the Rockies

Leslie Molnar
College of the Rockies Faculty Association

LOU DEPARTMENT HEAD 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 for the term of this collective agreement.

As Department Head, a faculty member will receive an annual stipend of \$5,105 (effective April 1/08 - \$5,212; effective April 1/09 - \$5,322), spread over 12 months. 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.

Sheila McDonald
College of the Rockies

Leslie Molnar
College of the Rockies Faculty Association

Letter of Understanding - Application of Article 5.11: Department Heads to Current Incumbents

1. Darrell Bethune and Sharon Richardson shall be entitled to hold their current Department Head positions for an additional three year term at which time the positions shall be considered vacant and posted as per Article 5.11.3.1.
2. The Department Head position currently held by Kim Buchan shall be posted January 2012. The successful applicant shall fill the position on April 1, 2012.
3. Nothing in this letter of understanding shall prevent the current incumbents from applying for any posted Department Head position at the end of their term.

Sheila McDonald
College of the Rockies

Leslie Molnar
College of the Rockies Faculty Association

**Letter of Understanding re: ~~Establishment of the Post Normal Retirement Date (PNRD) Auxiliary~~
Category of Employment Post Retirement (PR) Faculty**

This letter of understanding will apply to College of the Rockies faculty who are re-employed after retirement. The parties agree to establish a new category of employee in the collective agreement to effect the re-employment of faculty after their normal retirement age. The following conditions describe that category of employment:

Definition

A ~~PNRD~~ **PR** Auxiliary is a person who has retired from the College as a member of the faculty bargaining unit and who is subsequently re-employed ~~beyond age 65 for work of the faculty bargaining unit~~ **after retirement.**

Duration of Employment

A ~~PNRD~~ **PR** Auxiliary is employed for up to one year ~~per the provisions of the College's Retirement policy.~~ S/he may be employed for more than one year but each period of employment will initially not be longer than one year.

Workload

A ~~PNRD~~ **PR** Auxiliary may work up to 100% of a workload. If the workload is an instructional assignment, the term of employment will include non-instructional duty days (front/during/end of term) amounting to fifteen percent (15%) of the instructional duty days.

Salary

A ~~PNRD~~ **PR** Auxiliary will be paid pro-rata based on their step placement prior to retirement. For example, a ~~PNRD~~ **PR** Auxiliary with an 80% workload will receive 80% of their annual salary pro-rated to the length of the teaching assignment (they would receive \$32,000 for such a workload if their term of employment was 8 months and if their annual salary were \$60,000). In addition to salary, a ~~PNRD~~ **PR** Auxiliary will receive 10% in lieu of vacation and benefits.

Health and Welfare Benefits

A ~~PNRD~~ **PR** Auxiliary is ineligible to participate in the College's health and welfare benefits plans.

Pension

While employed as a ~~PNRD~~ PR Auxiliary, an employee may contribute to or draw from the College Pension Plan per the rules and regulations of that Pension Plan.

Professional Development, Vacation and Sick Leave

A ~~PNRD~~ PR Auxiliary does not accrue nor can s/he use Professional Development days, Vacation or Sick Leave.

Right of First Refusal

Notwithstanding Article 6.6, ~~no faculty member will have a right of first refusal to work that has been granted to a PNRD Auxiliary immediately after his/her normal retirement date per the provisions of the College's Retirement policy.~~ **a PR Auxiliary is not eligible to exercise right of first refusal.**

Sheila McDonald
College of the Rockies

Leslie Molnar
College of the Rockies Faculty Association

Letter of Understanding re: Regular Sessional and Regular Sessional Part-time Employees

1. Definition:

Due to specific College program/service requirements, the College employs Regular Sessional and Regular Sessional Part-time employees.

A Regular Sessional employee is an employee who has full-time equivalent duty [i.e., an average of thirty-five (35) duty hours/week] as per Article 5.2, and is employed a minimum of seven (7) consecutive months up to a maximum of ten (10) consecutive months each year, every year, with the expectation by the College of such duty being recurring from year to year.

A Regular Sessional Part-time employee is an employee who has minimum duty of at least (50%) fifty percent (i.e. an average of seventeen and a half (17.5) duty hours/week) of an equivalent full-time workload, but no more than (100%) one hundred percent of an equivalent full-time duty as per Article 5.2; and is employed a minimum of seven (7) consecutive months up to a maximum of ten (10) consecutive months each year, every year, with the expectation by the College of such duty being recurring from year to year.

A Regular Sessional or a Regular Sessional Part-time employee shall not be required to re-apply for his/her subsequent period of employment each year. Upon conclusion of the duty requirement for the given year, the employee does not have further commitment to the College until the re-commencement of the duty requirement in the next given year. The provisions of Article 13.1 through 13.1.3.4 only apply for an expected permanent layoff by the College.

2 (a) REGULAR SESSIONAL EMPLOYEES

<u>Name</u>	<u>Status</u>	<u>Length of Instructional Session</u>	<u>Effective Date</u>	<u>Program</u>
<u>Gex – Collet, Joe</u>	<u>Regular Sessional</u>	<u>26 weeks</u>	<u>August, 2009</u>	<u>Timber Framing</u>
<u>White, John</u>	<u>Regular Sessional</u>	<u>30 weeks</u>	<u>August, 2009</u>	<u>Automotive Service Technician</u>
<u>Knudsgaard, Mark</u>	<u>Regular Sessional</u>	<u>24 – 30 weeks</u>	<u>August, 2009</u>	<u>Carpentry/Joinery</u>
<u>Czar, Rick</u>	<u>Regular Sessional,</u>	<u>24-30 weeks</u>	<u>August, 2010</u>	<u>Planermill Maintenance</u>
<u>George, Timund</u>	<u>Regular Sessional</u>	<u>27 - 28 weeks</u>	<u>August, 2010</u>	<u>Plumbing</u>
<u>Higgins, Kevin</u>	<u>Regular Sessional, Part-</u>	<u>30 weeks</u>	<u>August, 2010</u>	<u>Adult Basic Education</u>

3. (a) Right of First Refusal

A Regular Sessional or a Regular Sessional Part-time employee shall have the right of first refusal for additional work assignments provided s/he is qualified to fulfill the responsibilities of the additional

work assignment(s), and the additional work assignment(s) are available at the same location where the Regular Sessional or Regular Sessional Part-time employee normally fulfills his/her work commitment(s).

Subject to the aforementioned, the employee's salary and all ancillary benefits will then become adjusted/pro-rated only for the duration of time the additional work assignment(s) is undertaken.

(b) Conversion to Regular Sessional

Only where such additional work assignment for a Regular Sessional Part-time employee is continuous for two full sessions and the additional work assignment combined with the employee's Regular Sessional Part-time duty equals one hundred percent (100%) full-time duty during their normal session will the Regular Sessional Part-time employee become converted to a Regular Sessional employee.

(c) Conversion to Regular Full-time

Only where such additional work assignment in (a) is continuous for twenty-four (24) months, and the additional work assignment combined with the employee's regular sessional duty equals 100% (one hundred percent) full-time duty, will the Regular Sessional employee become converted to a Regular Full-time employee as per Article 2.2, Definitions.

(d) In situations as per 3(a) above, where more than one Regular Sessional employee has a right of first refusal, the determining factor for that right shall be based upon the date of first appointment with the College. Seniority will not be lost if a break of service of not more than 24 months occurs.

4. Vacation Leave:

For Regular Sessional or Regular Sessional Part-time employees, vacation use, where possible, is to be taken within the employee's work cycle. Any earned but unused vacation entitlement shall be paid out upon the employee's concluding work cycle in that applicable year of employment.

5. Group Health/Dental Benefits:

A Regular Sessional or Regular Sessional Part-time employee will have the option to participate in all group Health & Dental benefits; in which case, the premiums will be pro-rated.

6. Sick Leave, Short and Long Term Disability (STD and LTD)

A Regular Sessional or Regular Sessional Part-time employee is eligible for participation in the Common Disability Plan of the Common Agreement, including salary continuance (Sick Leave), STD and LTD.

7. The Association and the College can mutually agree in writing to amend the list of Regular Sessional or Regular Sessional Part-time employees if, during the life of this Agreement, such a need is identified.

Applicable conditions of the current Collective Agreement apply.

8. Seniority

Effective April 1, 2001, Regular Sessional and Regular Sessional Part-time employees shall accrue one month of seniority for each month worked, including months in which the employee is on Sessional layoff.

Sheila McDonald
College of the Rockies

Leslie Molnar
College of the Rockies Faculty Association

Letter of Understanding re: Joint Committee on Workload

The parties agree to form a joint union management committee to research and discuss in detail issues and cost neutral initiatives regarding Faculty workload.

- a) The joint committee shall be comprised of three representatives appointed by management and three representatives appointed by the Association. Both parties may invite other individuals to the meetings depending on the program area being discussed.
- b) The joint committee shall share information and data regarding course modes, class size, student numbers, contact and non-contact hours, course preparation time, and other workload issues in all program areas.
- c) Each party will report back to their constituent groups on the discussions.
- d) The parties will meet twice a month from the beginning of January to the end of March 2012.

Date: November 24, 2011

Leslie Molnar
For the Union

Date: November 24, 2011

Sheila McDonald
For the Employer

Letters of Understanding

Retain:

Deferred Salary Leave Program

Second Functional Area

Common Faculty Development Fund now in body of the Collective Agreement

Eliminate:

Committee on Student Complaints

Sheila McDonald
College of the Rockies

Leslie Molnar
College of the Rockies Faculty Association

New Article 3.3 Faculty Labour Management Committee

New article to outline the purpose and composition of the Faculty/Labour Management Committee

3.3 Faculty Labour/Management Committee

3.3.1 Pursuant to Sections 53 and 54 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 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 Association Executive. Management membership will consist of the HR Department Executive Director, at least one Dean, and a member of the Executive Committee.

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. 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 legislation.

Sheila McDonald
College of the Rockies

Leslie Molnar
College of the Rockies Faculty Association

Article 5.2 Duty Time

5.2.2.2 In exceptional circumstances, an employee may request or be assigned a work overload in one semester of an Academic year.

An employee who works an overload will have his or her workload decreased accordingly within one calendar year.

The Faculty Association will be notified, in writing, of all overloads, ~~when they are assigned or agreed to,~~ when they are requested or assigned.

5.2.2.3 This duty week normally consists of five (5) consecutive duty days, each of which shall constitute an average of seven (7) hours of duty (exclusive of meal breaks). Where practical with respect to facility utilization, administration, and educational needs and outcomes, the College will consider requests from employees in trades programs- for a four day duty week.

5.2.2.4 For a regular employee, ~~the duty week will normally be Monday to Friday,~~ duties will normally be assigned Monday to Friday.

In special circumstances, after consultation with and agreement from ~~an~~ the affected employee in the area, a regular instructor may be assigned duties on both a Saturday and a Sunday. That instructor will then be given two consecutive days off with no assigned duties.

Unless mutually agreed, a regular employee shall not be assigned duties to either a Saturday or Sunday if another qualified employee is available.

Sheila McDonald
College of the Rockies

Leslie Molnar
College of the Rockies Faculty Association

Article 5.5.1 Instructor's Diploma or Equivalent

5.5.1 ~~In order to ensure that instructors are up to date in~~ **Employees are encouraged to undertake advanced training to augment** instructional processes and professional skills. **This undertaking can be shown through the completion of the BC** Provincial ~~(BC) Instructor Diploma Program, the Native Adult Instructors Diploma, or their equivalent~~ **is highly recommended for all regular instructors.**

5.5.2 ~~Instructing credentials and experience are complementary. Therefore in order to develop instructional credentials as well as experience,~~ **If not already completed on hire,** regular instructors ~~appointed on or after 1990 October 01,~~ shall complete the **BC** Provincial Instructor's Diploma Program or have demonstrated its equivalence within three years after the date of appointment. **To ensure each employee is aware of this requirement, a copy of Article 5.5 will be included with each new employee's letter of hire.**

For the purposes of this Article, an equivalent credential ~~to the Provincial Instructor's Diploma Program~~ shall be:

(i) Studies at a post-secondary institution of one hundred and eighty (180) accumulated course hours or its equivalent in instructional or pedagogical methodology and theory based on such as the following:

- curriculum design
- instructional skills and techniques
- learning theory
- adult education theory
- evaluating students
- evaluating the effectiveness of instruction

OR:

(ii) Experience as a teaching assistant in a post-graduate university or polytechnic program, or as a teacher in a secondary school, or as an instructor in another college or institute, or as a trainer/instructor in a corporation, agency or government service, or as an instructor at College of the Rockies or a combination of any of the foregoing provided that the experience is:

a) of one year full-time experience or equivalent duration and;

b) has been augmented by studies at a post-secondary institution of ninety (90) accumulated course hours or its equivalent in instructional or pedagogical methodology and theory based on such as the following:

- curriculum design
- instructional skills and techniques
- learning theory

- adult education theory
- evaluating students
- evaluating the effectiveness of instruction

- 5.5.3 Where an employee completes the BC Provincial Instructor's Diploma Program, the Native Adult Instructors Diploma, or its 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 I.D. Program, the Native Adult Instructors Diploma, or its equivalent.
- 5.5.3.1 Where a regular or term employee does not meet the requirements of 5.5.1 above he/she shall not receive his/her third increment when due but shall continue to advance normally thereafter.
- 5.5.3.2 The appropriate Dean/delegate may forestall the increment delay period in 5.5.3.1 on one occasion only in special circumstances such as a leave without pay, extended sick leave, or other extenuating circumstances.
- 5.5.4 A regular employee, enrolled in the BC Provincial Instructor's Diploma Program, the Native Adult Instructors Diploma, or an equivalent program as adjudicated by the Dean of Articulation & Instruction Senior Instructional Officer, may utilize professional development days per Article 5.4.2.1 5.7.2.1 for the purpose of completing same. In addition, the College will pay the costs of tuition for employees in the BC Provincial Instructor Diploma and/or Native Adult Instructors Diploma program, or equivalent.

Sheila McDonald
College of the Rockies

Leslie Molnar
College of the Rockies Faculty Association

Article 5.10 Program Coordinators Duties

Amend current language regarding responsibilities, release time, orientation, and term in accordance with current practice

5.10.1 Assignment of Duties Responsibilities of Program Coordinators

5.10.1.1 The Program Coordinator will be assigned duties and responsibilities by the Dean/delegate. These duties will include the coordination, supervision and direction of curriculum and instruction within the program/area department. The Program Coordinator will also be responsible for liaison between the department personnel and the appropriate Department Head/Dean/Campus Manager.

The Program Coordinators are ~~is a~~ regular faculty employees who will be assigned duties and responsibilities by ~~the~~ a Dean or delegate. The Program Coordinators will be selected from within the broad program area and will know the curriculum requirements, the structure of the courses within the program, and the College support services available. Duties will include coordinating program delivery and acting as a liaison between the department and the Dean or delegate for general issues.

The College will retain the current Program Coordinator positions so long as those programs continue to exist. See List, Appendix ?

5.10.2 Release Time Program Coordinator Release Time

5.10.2.1 A Coordinator of a Vocational Program assigned instruction re: vocational programs/courses shall not exceed twenty five (25) hours per duty week.

The amount of ~~R~~release time for Program Coordinators will be determined by the College based on ~~should reflect~~ a measure of time appropriate to the responsibilities, to a maximum of twenty five (25) hours per duty week. The minimum release time from teaching duties will be twenty percent (20%) of normal instructional workload of the program area/department where the Program Coordinator is assigned. The usual release time from teaching duties will be twenty (20%) percent of the normal instructional workload of the program area/department where the Program Coordinator is assigned.

5.10.3 Orientation of Program Coordinators

5.10.3.1 The College shall provide an orientation process for new Program Coordinators.

5.10.4 Evaluation of Program Coordinators

5.10.4.1 Program Coordinators shall participate in the Faculty Performance Review Process, as per Article 10, prior to the expiration of their probationary period. As the Program Coordinator position is not full time, only part of the employee's Performance Review

will focus on the coordinator duties. The Dean will initiate the review process at the beginning of the Program Coordinator appointment. At this meeting, the Dean and the Program Coordinator will agree on the employee's goals for the cycle and the sources of information for Program Coordinator feedback and groups of faculty from which feedback is to be gathered.

5.10.4.2 The employee in a probationary period for a Program Coordinator position, upon a successful evaluation, will be confirmed as noted in 6.3.1

5.10.4.3 If a Program Coordinator has an unsuccessful evaluation on the items relating to his/her Coordinator duties, the Dean will clearly specify the deficiencies and, with the Program Coordinator, will develop an action plan for performance improvement. After four (4) months, if it is determined insufficient progress ~~process~~ has been made, the employee in the probationary or incumbent Program Coordinator position will return to her/his previous position.

6.2 Selection of Program Coordinators

6.2.1 Each ~~vacancy~~ vacant Program Coordinator position, along with a full job description, shall be advertised internally within the College.

6.2.2 ~~For each vacancy a recommendation committee shall be formed, as per 6.4.2. All applications will be referred to it. The committee shall be provided with copies of the full job description.~~

A Program Coordinator Selection Committee will include:

- a Dean of Instruction/Manager;
- a representative of the Human Resource Department; and
- one or two faculty members, designated by CORFA.

6.3 Term of Appointment of Program Coordinators

6.3.1 Current Language

6.3.2 Current Language

Sheila McDonald
College of the Rockies

Leslie Molnar
College of the Rockies Faculty Association

ARTICLE 5.11 - DEPARTMENT HEADS

5.11.2 Release Time

5.11.2.1 Each Department Head will receive forty percent (40%) release time from instructional duties.

5.11.2 Release Time

5.11.2.1 Each Department Head will receive forty percent (40%) release time from instructional duties.

10.7.1 The College and the Faculty Association shall co-develop an Evaluation process for Department Heads.

10.7.2 The appropriate Dean of Instruction will complete the evaluation of a Department Head within three (3) months prior to the end of the probationary period.

5.11 General

5.11.1 There will be a minimum of three (3) College will determine the number of re will be a minimum of three (3) full time Department Head positions required. A minimum of three (3) full time Department Head positions will be maintained for the term of the 2010-2012 collective agreement. Normally, the Department Head positions will be filled from within the bargaining unit.

5.11.2 Duties and Responsibilities

The Department Head will be assigned duties and responsibilities by the Dean. These duties will include assisting the appropriate Dean of Instruction on an on-going basis, with the day-to-day general administration, supervision and coordination of a department; direction of departmental curricula, standards and instruction; and liaison between the faculty within the department and other Department Heads, and the Dean(s) of Instruction, and between the department and personnel at the campuses involved with the programs and courses comparable to those within the department in Cranbrook.

6.4 5.11.3 Selection of a Department Head

6.4.1 5.11.3.1 Each vacancy with a full job description shall be advertised within the College. Each vacant Department Head position will be advertised internally. The advertisement will include a full description of duties and responsibilities. If there is no qualified applicant, then the position will be advertised externally.

At the end of a three year term or if a Department Head vacates his or her position prior to the end of the three year term, the position will be reviewed by the

College. Subject to Article 5.11.1 above, and if the College determines that the position is to be continued declared vacant, it will be and posted immediately for a period of one month if the position is vacated during the Academic year, otherwise for two months if the position is vacated at any time between July 1st and August 31st.

If the current number of Department Heads is at the minimum specified in Article 5.11.1 and, then a At the end of a three year term or if a Department Head vacates his or her position at the end of a three year term, or prior to the end of the three year term, the position will be declared vacant and posted immediately for a period of one to two months.

If the current number of Department Heads is more than exceeds the minimum specified in Article 5.11.1 and a Department Head vacates his or her position at the end of a three year term, or prior to the end of the three year term, then the position will be reviewed by the College. If the College determines the position is to be continued, then it will be posted immediately.

The length of a Department Head posting will be one month if the position is vacated or ends during the Academic Year, or two months if the position is vacated or ends any time between July 1 and August 31.

6.4.2 5.11.3.2 For each vacancy a recommendation committee shall be formed. The recommendation committee will normally consist of:

- a Chair appointed by the Dean/delegate
- Dean of Instruction appointed by the Dean/delegate
- two (2) employees, one of which is a Department Head, from within the bargaining unit indicated by the President of the Faculty Association.

A Department Head Selection Committee will include:

- a Dean of Instruction;
- a representative of the Human Resource Department
- two faculty members designated by CORFA.

The committee shall be provided with copies of the full job description.

The recommendation committee will review all eligible applications for the position, will short-list and interview the candidates and will make (a) recommendation(s) to the Dean/delegate.

5.11.4 Evaluation

5.11.4.1 Department Heads shall participate in the Faculty Performance Review Process, as per Article 10, prior to the expiration of their probationary period and then again before the expiry of their three (3) year term. The Dean will initiate the review process . At this meeting, the Dean and the Department Head will agree on the employee's goals for the cycle and the sources of information and groups of faculty from which feedback is to be gathered.

5.11.4.2 The employee in a probationary period for a Department Head position, upon a

successful evaluation, will be confirmed as noted in 5. 11.5.1

5.11.4.3 If a Department Head has an unsuccessful evaluation, the Dean will clearly specify the deficiencies and, with the Department Head, will develop an action plan for performance improvement. After four (4) months, if it is determined insufficient process has been made, the employee in the probationary or incumbent Department Head Position will return to her/his previous position.

~~6.5~~ 5.11.5 Term of Appointment of a Department Head

6.5.1 5.11.5.1 The term of appointment is for a 12 (twelve)-month probationary period. Upon successful completion which will include in part input from the instructors within the department of the probationary period, on recommendation of the appropriate Dean of Instruction/Manager, the appointee will normally be confirmed for an additional period of up to 2 (two) years.

The total term of appointment for a Department Head shall be three (3) years. After successfully serving a twelve (12) month probationary period, the Department Head will be confirmed for the addition two (2) years of the term. Department Head positions can be filled by an incumbent for a maximum of two (2) consecutive terms before a competition is held again.

Consequently, we would proposed to delete Article 6.4 and Article 6.5 of the Collective Agreement.

Sheila McDonald
College of the Rockies

Leslie Molnar
College of the Rockies Faculty Association

ARTICLE 21 – GRIEVANCE PROCEDURE

Article 21 Grievance Procedure

21.1 ~~Intent of Article~~ General

It is the intent and the purpose of this Article to provide the parties with a procedure whereby complaints and/or disputes as to the interpretation of any of the Articles in this Agreement will be resolved without work stoppage.

The parties agree to make every reasonable effort to settle all grievances in a prompt, just and equitable manner.

Throughout the grievance procedure, the Association, as the exclusive bargaining agent, has carriage of all grievances.

~~21.1.1 At any meeting relating to Steps 1 through 4, an employee has the right to be accompanied by a representative of the Faculty Association.~~

21.2 Steps

~~21.2.1 Step 1: Where an employee covered under this Agreement feels that he/she has cause to complain, such employee shall, within ten (10) working days of the incident giving rise to the complaint, discuss the matter with his/her immediate excluded supervisor.~~

~~A sincere effort shall be made to resolve the matter at this complaint stage.~~

~~21.2.2 Step 2: Failing a satisfactory settlement at Step 1, the aggrieved employee lodging the complaint may, within five (5) working days of the discussion, submit the alleged grievance in writing to his/her immediate excluded supervisor.~~

~~The supervisor will arrange and hold a meeting within five (5) working days of receipt of the written grievance and will provide the aggrieved employee with a written response within a further five (5) working days. The Faculty Association shall be notified in advance of the formal meeting and any subsequent meetings pertaining to the grievance, and the Faculty Association shall be copied with respect to the written response(s).~~

~~21.2.3 Step 3: Failing a satisfactory settlement at Step 2, the aggrieved employee may, within five (5) working days of the date of the written response per Step 2, advance the alleged grievance to Step 3 by forwarding a copy of the written grievance along with any other relevant information, to the Senior Instructional Officer.~~

~~The Senior Instructional Officer will arrange and hold a meeting with the parties concerned, within five (5) working days of the date of receipt of the grievance and will provide the aggrieved employee with a written response within a further five (5) working days.~~

————— If the immediate excluded supervisor in Step 1 and 2 is the Senior Instructional Officer, then Step 3 will be omitted for the particular grievance in question and the next step in the procedure shall be Step 4.

21.2.4 ——— Step 4: Failing a satisfactory settlement at Step 3, the aggrieved employee may, within five (5) working days of the date of the written response per Step 3, advance the alleged grievance to Step 4 by forwarding a copy of the written grievance along with any other relevant information, to the College President.

————— The College President will arrange and hold a meeting with the parties concerned, within ten (10) working days of receipt of the grievance and will provide the aggrieved employee with a written response within a further ten (10) working days.

21.2.5 ——— Step 5: If the written response per Step 4 is not to the satisfaction of the aggrieved employee, then the grievance may be advanced to arbitration. Notice of Intent to advance to arbitration will be in writing to the College President within twenty two (22) working days of the date of the written response from the College President.

————— POLICY GRIEVANCE

21.3 ——— Should either the College or the Faculty Association have reason to grieve, then either party shall have recourse to the grievance procedure. Such policy grievance shall commence at Step 4 of the grievance procedure; that is, the Faculty Association will submit the policy grievance directly to the College President or the College will submit the policy grievance directly to the President of the Faculty Association.

————— TIME LIMITS EXTENSION

21.5 ——— Time limits as defined in this Article may be extended by mutual agreement. ———

21.2 Definitions

Grievance: A grievance is a claim, dispute or complaint involving the interpretation, application, administration, or alleged violation of this collective agreement and includes any question as to whether a matter is arbitrable.

Types of Grievance:

Individual Grievance: a grievance initiated by an individual employee and or the Association on behalf of an individual employee. All individual grievances must commence at the informal step Step 1.

Group Grievance: a grievance initiated by the Association on behalf of a group of employees similarly affected by the employer's action. For the purposes of the Steps, employee includes "employees". All group grievances must commence at Step 1.

Policy Grievance: a grievance by the Association which may involve a matter of general policy or of general application of the collective agreement. All policy grievances must commence at Step 32.

21.3 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.

21.4 Steps

21.4.1 ~~Step 1~~ Informal Step:

21.4.1.1 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 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.

21.4.1.2 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 Director of Human Resources and the Association.

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

21.4.2 Step 21:

21.4.2.1 Failing a satisfactory settlement at ~~Step the informal step~~1, the Association may submit the grievance in writing to the employee's immediate excluded supervisor within ten (10) working days of the time the Association could reasonably have become aware of the outcome at ~~Step 1~~the Informal Step. Within ten (10) working days of receipt of the written grievance, the excluded supervisor will meet with the Association representative and any the affected employee affected who wishes to attend (in the case of a group grievance up to two (2) affected employees), (except in the case of policy or group grievances) and will provide the Association with a written response to the grievance along with any supporting documentation within a further five (5) working days.

21.4.3 Step 32:

21.4.3.1 Failing a satisfactory settlement at Step 21, the Association may, within five (5) working days of the date of the written response in Step 21, or in case of a policy grievance, commence Step 32 by forwarding a copy of the written grievance along with any other relevant information to the College President or designate.

The College President or designate will arrange and hold a meeting with the Association and up to two (2) affected employees ~~any affected parties~~ 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.

If the written response is not to the satisfaction of the Association, then the grievance may be advanced to arbitration. 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.

21.5 Arbitration

ARBITRATION

21.4 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 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.

21.4.1 The arbitrator shall ~~only~~ 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.

21.4.2 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.

Sheila McDonald
College of the Rockies

Leslie Molnar
College of the Rockies Faculty Association

Article 3.1.4.4 Leave for Faculty Association Business

3.1.4.4 (c) To facilitate the administration of the aforementioned, the College shall continue to provide applicable salary and benefits to the employee as per 3.1.4.4 (b) and ~~The College~~ will invoice the Association three times a year on in full on the first day of each month, ~~and for the invoiced amounts will be the accrued replacement costs as of April 30, August 31, and December 31. The invoice will be processed by the end of the next month.~~

(d) Same

(e) ~~Where the College determines that a replacement is required, then Pprior to the assignment of replacement, the Association President and Dean, or their designates, will agree on the work to be replaced. Subsequently, For the purpose of invoicing the Association for the accrued replacement costs, the Manager, Payroll & Benefits and the Association will calculate the replacement costs based on the following criteria:~~

~~Where the College determines that a replacement is required, then for the purpose of invoicing, prior to the assignment commencement of a the replacement-work, the Association President and Dean, or their designates, will identify both the work that is being replaced and the employee(s) who is(are) doing the replacement work. Then, the Manager, Payroll & Benefits, and the Association will -calculate the replacement costs based on the following criteria:~~

Auxiliary replacements will be charged at the hourly rate plus eight percent (8%) in lieu of vacation and benefits

Term replacements will be charged at the pro-rated salary, sixteen percent (16%) in lieu of vacation, and pro-rated benefit premiums. The Association recognizes a Term appointment includes fifteen percent (15%) non-instructional duty time which may exceed the actual release period.

If a Part-time Regular employee takes on replacement work resulting from an employee taking Leave for Faculty Association Business, then the Part-time Regular employee's additional workload will be charged at his or her pro-rated salary rate. The Association will also be charged the pro-rated costs of benefit premiums, vacation, PD, and NI accruals resulting from taking on the additional work.

If there is no Part-time Regular, Term or Auxiliary employee available to take the replacement work then Full-time Regular employees may take on the replacement work resulting from a Leave for Faculty Association Business. This additional work will result in an overload for that employee. When he or she is able to take the compensatory release time, then the cost for the Auxiliary or Part-time Regular replacing the full time employee will be as above. This reduction will take place within two subsequent semesters.

The Association will be invoiced as a liability for the replacement costs as calculated based on the full-time regular employee's salary, benefit premiums, vacation, PD, and NI accruals. An adjustment will be made on actual costs when the full-time employee is released.

~~It is understood that the college is not required to replace the work of an employee who is on leave for Association business under Article 3.1.4.~~

~~If the work is not replaced, the Association will not be invoiced for any replacement costs associated with that work.~~

Sheila McDonald
College of the Rockies

Leslie Molnar
College of the Rockies Faculty Association

Proposal 11.1 - Article 13.1.3.1 - Employee Layoff and Recall, and Technological Change

13 Employee Layoff and Recall, and Technological Change

13.1 Layoff and Recall of Regular Employees

Layoff means an involuntary loss of employment. ~~that~~ It affects regular employees as a result of:

- decreased or insufficient enrollment;
- elimination of or reduction of programs/courses/ activities; or
- a shortage of funds.

13.1.1 Notification and Employee Input of concerns

~~On an ongoing basis, normally As part of the its Program and/or Budget Review processes, if the College will, if applicable, identifies~~ program areas/departments where there is potential for the reduction of work 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 this 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 Employee Input – Pre Layoff Process~~

~~As part of the process under Article 6.4.1 of the 2010-12 Faculty Common Agreement, employees~~ Employees in each identified program area/department will be provided relevant supporting documentation regarding the concerns and will be given an opportunity to generate solutions to the identified concerns.

~~Solutions generated by the employees of the affected program area/department will be presented in writing to the Dean of the affected program area within thirty (30) days of the initial notification of the concern. A copy of this information will be provided to the President of the Faculty Association.~~

~~13.1.3 Targeted Labour Adjustment~~

~~After considering the employee input, if the College determines a work force reduction is still necessary, the College will implement the Employer Commitment and Labour Adjustment Strategy provisions of Article 6.4 of the 2010 – 2012 Faculty Common Agreement.~~

~~13.1.1~~ 13.1.4 Advance Notification
Current language

~~13.1.2~~ 13.1.5 Association Recommendations

Current language

~~13.1.3~~ 13.1.6 Reduction Sequence (Employee Functional Areas)
Current language

New Article - Scholarly Activities

1 The College is not funded for scholarly activities. However, the College acknowledges ~~that~~ scholarly activity contributes to academic excellence and effectiveness of ~~the~~ teaching ~~function~~ at the College.

1.1 Scholarly activity ~~shall be understood to~~ includes expanding ~~continuing~~ expertise in development of ~~mastery of~~ one's fields of knowledge, awareness of current scholarship those fields ~~one's own field~~, involvement in basic research and development, and professional or creative activity.

1.2 The purpose of research is the ~~Basic research has as its purpose contributing to the~~ expansion of knowledge and the sharing of that knowledge through publication or other appropriate professional means. Development involves the examination of the implications of basic research and its ~~their~~ practical applications, and the evolution of practice in professional or creative activities.

1.3 Nothing in this provision shall be construed as increasing or changing an employees assigned workload or basis for evaluation.

Sheila McDonald

College of the Rockies

Kathy Bonell

College of the Rockies Faculty Association

December 15, 2011

2010 – FACULTY COMMON TABLE

between

POST SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")
representing those employer-members participating in the Faculty Common Table

("the Employers")

and

LOCAL UNIONS WITHIN THE FEDERATION OF POST SECONDARY EDUCATORS ("FPSE")
participating (and whose employers are participating) in the Faculty Common Table,

and

BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES' UNION ("BCGEU")
representing those of its local unions participating (and whose employers are participating) in
the Faculty Common Table

(FPSE and BCGEU together referred to as "the Unions")

The parties have agreed that the following items will form part of the Memorandum of Settlement between them for the Faculty Common Agreement. The parties listed in Appendix A agree to recommend this Memorandum of Agreement to their respective principals.

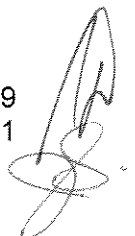
All changes to existing language are indicated by bold, italicized text and / or strikethrough where required for clarity.

All of the terms of the 2007-2010 Faculty Common Agreement continue except as specifically varied below.

1. Protected Grounds – BC Human Rights Code

Effective the date of ratification, the Employers and the Unions agree to amend the final paragraph of Article 2.2.1 Definitions 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."



2. **Mediation**

Effective the date of ratification, the Employers and the Unions agree to amend Article 2.3.3 as follows:

“2.3.3 Mediation

When a complaint is received by the employer involving an individual covered by this collective agreement, ***whether as a complainant or respondent***, the local parties will initiate a mediation procedure at the bargaining unit level. The mediation process is the recommended avenue of resolution.”

3. **Terms of Reference for Investigators**

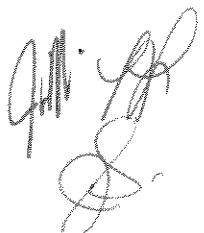
Effective the date of ratification, the Employers and the Unions agree to amend Article 2.3.5 as follows:

“2.3.5 Terms of Reference of the Investigator

- (a) The purpose of the investigator will be to ascertain facts.
- (b) All persons quoted in the investigation will be named by **code initials-determined by the Investigator to preserve confidentiality.**
- (c) The report of the Investigator will be given, in confidence, to the union(s) and the employer. It is the responsibility of the employer to forward a copy of the report to the complainant and the alleged harasser. The employer will state, in a covering letter, that the report is confidential. The report should refer to individuals involved by **code initials** only. However, a **reference** key will be provided to the employer and the union(s) for internal use. This practice should be repeated at any subsequent arbitral proceeding.”

4. **Labour Adjustment Strategies: Workplace Organization**

Effective the date of ratification, the Employers and the Unions agree to amend Article 6.4.2.1 by deleting ***“(h) Trial retirement”*** from the list of labour adjustment strategies offered by institutions:



5. **Donor Leave**

Effective the date of ratification, the Employers and the Unions agree to add a new Article 7.9 to read as follows:

“An employee who is donating bone marrow or an organ is eligible for leave for the purpose of such donation. An employee on such leave may apply for sick leave and/or short-term disability benefits as applicable.”

The current Article 7.9 (Jury Duty and Court Appearances), 7.10 (Public Duties), 7.11 (Exchange Leave), and 7.12 (Deferred Salary Leave) will be re-numbered to follow the new Article 7.9 Donor Leave.

6. **Joint Committee on Benefits Administration**

Effective the date of ratification, the Employers and the Unions agree to amend Article 9.1.2 by adding a new Article 9.1.2 (e) to read as follows:

“Training for local Joint Rehabilitation Committees.”

7. **Joint Rehabilitation Committee (JRC)**

Effective the date of ratification, the Employers and the Unions agree to add a new Article 9.3.6 to read as follows:

“Disability benefits plan members shall establish and maintain a Joint Rehabilitation Committee (JRC) with up to two (2) representatives appointed by the Union and up to two (2) representatives appointed by the Employer.

The operation of the JRC is subject to the terms and conditions of the disability benefits plan.”

The current Article 9.3.6 will be re-numbered to 9.3.7.

8. **Common Faculty Professional Development Fund**

Effective the date of ratification, the Employers and the Unions agree to move the content of Letter of Understanding 6: Common Faculty Professional Development Fund into the body of the Faculty Common Agreement as Article 16 to read as follows:

“1. Purpose

1.1.1 The Common Faculty Professional Development Fund (“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.

2. Process

2.1.1 The local parties will mutually agree on a process and criteria for the review and adjudication of employee applications to the Fund. The process will include the recommendation of adjudicated applications to the applicable senior administrator. The senior administrator is responsible for the final approval of applications.

3. Fund

3.1 The Fund will be set at point six of one percent (0.6%) of faculty salary for each institution.

3.2 Any monies in the Fund not spent at the end of one fiscal year shall be carried forward to the following fiscal year.

Note: The effective date of this provision for Okanagan College/Okanagan College Faculty Association will be April 1, 2012.

9. Term

Effective the date of ratification, the Employers and the Unions agree to amend Article 16: Term as follows:

“This Agreement shall be in effect from April 1, ~~2007~~ **2010** to March 31, ~~2010~~ **2012**, and shall continue in force until the renewal of this Agreement.”

10. Joint Request to the Human Resources Database (HRDB) Steering Committee

While not to be included in the Faculty Common Agreement, the parties to this agreement request that the HRDB Steering Committee convene a meeting to discuss the following:

- The data elements currently being requested for submission by the institutions.
- The data elements being reported by the institutions.
- Suggestions by any party for changes to the data elements.

11. Joint Committee on Benefits Administration

While not to be included in the Faculty Common Agreement, the Employers and the Unions agree that the Joint Committee on Benefits Administration (JCBA) will continue to discuss the following:

- Joint Agent of Record
- Benefits trust
- Tendering of the carrier contract

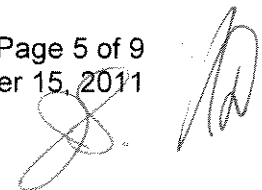
The JCBA will conclude its work on these matters no later than March 31, 2012. This date may be extended by mutual agreement of the parties.

The JCBA will report its findings to the parties' respective principals for consideration.

12. Housekeeping

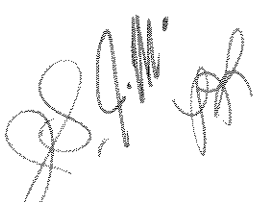
Effective the date of ratification, the Employers and the Unions agree to the following housekeeping amendments:

- (a) update the definition of "Agreement" or "Common Agreement" and "Ratification" by amending the date to read "April 23, 2010";
- (b) update Article 13.3 by deleting "*Article 3.4 Contract Training and Marketing Society*";
- (c) amend Article 13.3 by renumbering "*Article 6.7 – Educational Technology / Distributed Learning*" to read "*Article 6.6 – Educational Technology / Distributed Learning*";
- (d) renew LOU 1: JADRC;
- (e) renew LOU 4: Partial Sick Leave and Partial Disability Benefits;
- (f) renew LOU 5: Respectful Working Environment, by amending the date in section 4 "Expiry of this Letter" to read "April 1, 2010";
- (g) renew LOU 8: Variant Applications of Common Agreement Provisions to the NVIT Parties;
- (h) renew LOU 9: 2001 Local Negotiations;
- (i) renew LOU 12: Salary Stipend;
- (j) re-number "Article 16: Term" as "Article 17: Term";
- (k) delete LOU 3: Caps on Placement on Salary Grid;



2010 – Faculty Common Table

- (l) delete LOU 6: Common Faculty Professional Development Fund;
- (m) delete LOU 7: Joint Review Process of Health and Welfare Benefits (Article 9.2 & 9.3);
- (n) delete LOU 10: Proposals Moved to Local Bargaining;
- (o) delete LOU 11: Benefits Issues for Discussion by JCBA;
- (p) delete LOU 13: Financial Incentive;
- (q) delete LOU 14: Fiscal Dividend;
- (r) amend LOU 2 by changing "2007" to read "2001" in the last sentence to correct an error that occurred during the drafting of the 2007 – 2010 Common Agreement;
- (s) replace college and institutes with "institution" by mutual agreement during the drafting of the 2010 Common Agreement;
- (t) Amend the definition of "institution" to read "'Institution" means a **post-secondary institution** ~~college, university college, or institute created under the College and Institute Act or Institute of Technology Act~~ that has ratified a Collective Agreement that includes this Common Agreement."; and
- (u) any other housekeeping items mutually agreed to.



2010 – Faculty Common Table

The date of ratification will be the date the parties to a local agreement conclude the ratification of the local portion and the Common Agreement portion of their 2010-2012 collective agreement. The ratification process includes ratification by the PSEA Board of Directors.

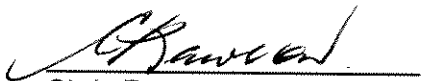
All proposals not contained in this Memorandum are considered withdrawn without prejudice.


Signed by the Parties at Vancouver, British Columbia, on the December 15, 2011.


For the Employers:


Rob D'Angelo, Co-Chair


Anita Bleick, Co-Chair



Chris Rawson, Okanagan College


Ian Brindle, Camosun College



Gary Leier, Selkirk College

For the Unions:



Jeff McKeil, FPSE Staff


Nanci Lucas, Co-Chair, FPSE


Janet Seccia, BCGEU Staff


Stu Seifert, Co-Chair, BCGEU



Ian McAlpine, BCGEU Local 709

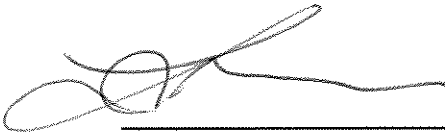

Cam McRobb, BCGEU Local 707


John Turner, BCGEU Local 710


Steve Iverson, BCGEU Local 701


Anne-Marie Merkel, BCGEU Local 712

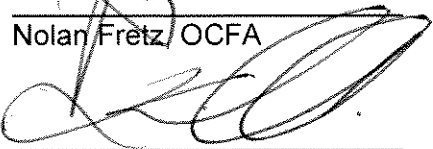

Sheldon Clare, FACNC



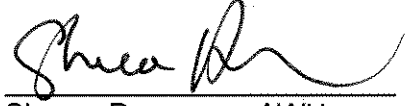
Leslie Molnar, CORFA



Nolan Fretz, OCFA



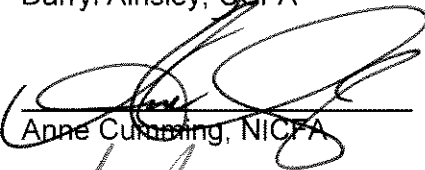
Lui Marinelli, SCFA



Sheree Ronaasen, AWU



Darryl Ainsley, CCFA



Anne Cunningham, NICFA



Matt Pasco, NVITEA

APPENDIX A

- Camosun College / Camosun College Faculty Association FPSE Local 12/ BCGEU Local 701
- College of New Caledonia / Faculty Association of the College of New Caledonia FPSE Local 3
- College of the Rockies / College of the Rockies Faculty Association FPSE Local 6
- North Island College / North Island College Faculty Association FPSE Local 16
- Northern Lights College / BCGEU Local 710
- Nicola Valley Institute of Technology / NVIT Employees' Association FPSE Local 19
- Northwest Community College / Academic Workers' Union FPSE Local 11/ BCGEU Local 712
- Okanagan College / Okanagan College Faculty Association FPSE Local 9/ BCGEU Local 707
- Selkirk College / Selkirk College Faculty Association FPSE Local 10/ BCGEU Local 709