

Date: _____

Time: _____

MEMORANDUM OF AGREEMENT

between the

COLLEGE OF THE ROCKIES (COTR)

(hereinafter called "the Employer")

and the

COLLEGE OF THE ROCKIES FACULTY ASSOCIATION (CORFA)

(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 1, 2022 AND EXPIRING MARCH 31, 2025 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2019-2022 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreement shall be for 36 months from April 1, 2022 to March 31, 2025, both dates inclusive.

3. Effective Dates

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

4. Schedule "A"

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

5. Schedule "B"

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

6. Ratification

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

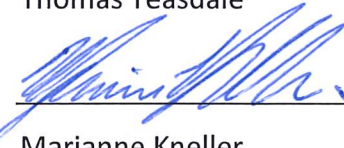
This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Signed this 15th day of Feb, 2023


BARGAINING REPRESENTATIVES
FOR THE EMPLOYER:



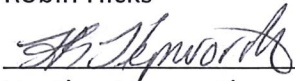
Thomas Teasdale



Marianne Kneller



Robin Hicks

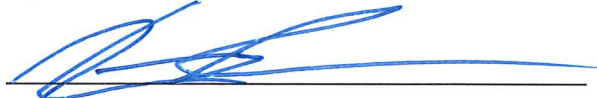


Heather Hepworth


BARGAINING REPRESENTATIVES
FOR THE ASSOCIATION:



Weldon Cowan



Kevin Boehmer



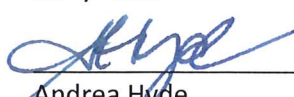
Joan Kaun



Caley Ehnes



Larry Maki



Andrea Hyde

Schedule "A"

1.

Salary Increase

All salary scales for classifications or positions in the collective agreement (article 7.1 Salary Schedule) shall be increased by the following percentages effective on the dates indicated:

- (a) Effective April 01, 2022, all annual salary scales in the collective agreement which were in effect on March 31, 2022 shall have each step increased by \$455. The resulting rates of pay will then be increased by a further 3.24%. The new rates of pay shall be rounded to the nearest whole cent or dollar as applicable.
- (b) Effective April 01, 2023, all salary scales in the collective agreement which were in effect on March 31, 2023 shall be increased by 5.5%. The new rates of pay shall be rounded to the nearest whole cent or dollar as applicable.
- (c) Effective April 01, 2024, all salary scales in the collective agreement which were in effect on March 31, 2024 shall be increased by 2%. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (d) The above salary increases may be adjusted pursuant to Letter of Understanding #XX Re: Cost of Living Adjustment.

These salary increases shall apply to all current employees who are members of the bargaining unit on the date of ratification of the MOA and any employees who retired on or after April 1, 2022.

2.

Cost of Living Adjustment

Letter of Understanding #XX

Re: Cost of Living Adjustment

Definitions

"General Wage Increase" or "GWI" means the overall general wage increase expressed as a percentage.

"Cost of Living Adjustment" or "COLA" means a percentage-based general wage increase adjustment provided in accordance with this Memorandum of Agreement. COLA is an upward adjustment applied to and folded into all wage rates.

The "annualized average of BC CPI over twelve months" (AABC CPI) means the *Latest 12-month Average Index % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March in the preceding year and concluding at the end of the following February.

The "Latest 12-month Average Index", as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average Index % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

COLA

The COLA will be applied as applicable to the GWI effective on April 1, 2023 and April 1, 2024. The COLA will be calculated by determining the difference between the AABC CPI and the annual general wage increase to the maximum COLA prescribed that year in Wage Schedule – Grids.

April 2023

If the 2023 AABC CPI exceeds the April 2023 GWI of 5.5%, then, on April 1, 2023 the April 2023 GWI will be adjusted upwards to reflect a COLA equal to the difference between the April 2023 GWI and the 2023 AABC CPI up to a maximum of 1.25%.

April 2024

If the 2024 AABC CPI exceeds the April 2024 GWI of 2.0%, then, on April 1, 2024 the April 2024 GWI will be adjusted upwards to reflect a COLA equal to the difference between the April 2024 GWI and the 2024 AABC CPI up to a maximum of 1.00%.

3.

Article 1.1 – Term of Agreement

1.1 This Agreement shall be for the period commencing ~~2019~~ **2022** April 01, and terminating ~~2022~~ **2025** March 31.

4.

2.2.8 Regularization of Non-Regular Employees

On or about May 15 of each year, the College will review the workload of all Non-Regular employees and convert to Regular status, effective July 1 of that year, those employees who meet either of the following criteria:

- i) the employee has worked at least (50%) fifty percent of a full-time workload for each of two consecutive appointment years and there is a reasonable expectation of ongoing work for which the employee has the right of first refusal and which the employee is qualified to perform, at a workload of at least (50%) fifty percent for two semesters in the next appointment year,

OR

ii) the employee has worked at least one hundred and twenty percent (120%) of an annualized workload over two consecutive appointment years and there is a reasonable expectation of ongoing work for which the employee has the right of first refusal and which the employee is qualified to perform, at a workload of at least fifty percent (50%) on an annualized basis over the next appointment year.

An employee who does not meet the reasonable expectation clause by July 1 may request their situation be reviewed on or before September 15. If the above criteria is met, the employee will be regularized.

The following definitions apply for the purposes of this article only:

1. An appointment year is the period from July 1 of one year to June 30 of the next year.
2. When considering the current appointment year the workload review shall include anticipated workload beyond May 15 up to June 30.
3. ~~To qualify as workload, the employee's work must be all at one campus of the College.~~ Qualifying workload includes:
 - Face-to-face work at one campus and/or
 - Online work

5.

2.2.4 Term Employee

An employee hired at fifty percent (50%) up to one hundred percent (100%) of a full-time equivalent workload for a minimum of three consecutive months to a maximum of ten consecutive months.

An employee hired on a term basis meeting the above requirements may be hired to a maximum of fifteen (15) to eighteen (18) consecutive months, depending on program length.

Term appointments longer than 10 months are subject to CORFA's agreement, which must be obtained before posting the position. CORFA's agreement will not be unreasonably withheld.

A term employee will have a specific term of employment with a start and end date.

And

9.2.4.1 A term employee will be paid the equivalent of sixteen percent (16%) of their salary in lieu of the annual vacation entitlement.

9.2.4.2 A term employee with an assignment of 10 months or longer may elect prior to the commencement of the term assignment to take vacation as time in place of salary in lieu outlined in 9.2.4.1 above.

Vacation time will be scheduled by mutual agreement subject to the instructional requirements of the term assignment.

6.

5.4.1.1 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 expanding effectiveness in course, program and curriculum development;~~
- ~~reviewing and developing instructional materials;~~
- improving the quality, effectiveness and efficiency of the programs and services of the College.

5.4.2.1 In recognition that meaningful Professional Development often requires sustained attention over multiple days, whenever possible, professional development duty days will be assigned in groups of consecutive full days as applicable.

7.

5.6.2 Contact Hours for Vocational Programs

The parties agree that the contact hours per week for delivering a course shall be the same regardless of whether it is offered in distributed learning or lecture format. ~~The contact hours for a course are the same regardless of delivery mode.~~

... And

5.5.1 Contact Hour Defined

5.5.1.2 Contact Hours for University Transfer/Career Technology Programs

The parties agree that the contact hours per week for delivering a course shall be the same regardless of whether it is offered in distributed learning or lecture format. ~~The contact hours for a course are the same regardless of delivery mode.~~

...

LOU 3 Letter of Understanding re: Distributed Learning will be deleted.

8

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 ongoing basis, with the day-to-day general administration, supervision and coordination of a department; **providing feedback for performance review**, direction of departmental curricula, standards and **quality of** 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.

9.

Article 6.1.2.3 - Emergency Hire Situation

6.2.1.3.1 An emergency hire situation arises when there is an unanticipated absence of an employee **or an unanticipated growth in a program**, the time available to secure the services of a qualified employee is less than ~~twenty-one (21)~~ **thirty (30) working** 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.

10.

7.5 Hourly Premium

7.5.1 A regular or term employee who is assigned duties between 1800 and 0700 hours, Monday to Friday inclusive, and/or on Saturday or Sunday, shall be compensated for such service(s) on the basis of a ~~\$2.00 (two dollars)~~ **\$4.00** per hour premium.

11.

9.1.3.2 An auxiliary employee is entitled to **eight percent (8%)** ~~four percent (4%)~~

payment in lieu of benefits. This amount shall be increased to five percent (5%) effective April 1, 2018, and then to six percent (6%) effective September 1, 2018.

12.

9.3 General (Statutory) Holidays

9.3.1 Approved general (statutory) holidays are as follows: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, **BC Day**, Labour Day, **National Day for Truth and Reconciliation**, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day and ~~B.C. Day~~.

13.

9.11 [New]

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

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

LOU 16 Letter of Understanding: RE: MSP Funding will be deleted.

14.

11.9 Gender Affirmation Leave

- a) An employee who is undergoing gender affirmation may request a leave for the procedure(s) required during the transition period. The employee will provide a certificate from a medical practitioner confirming that they will be undergoing gender transition.
- b) Employees may request such leave pursuant to either Clause 11.6 General Leave, or access applicable sick leave benefits.
- c) The employer and the employee will work together to tailor the general transition plan to the employee's particular needs.

15.

13.1 Layoff of Regular Employees

Layoff means an involuntary loss of employment. 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.

Where such event(s) occur, the College ~~Board~~ may consider it necessary to reduce the number of regular employees through layoff. **After notification is made to the Chair of the College Board, then** the following procedures shall apply.

...

13.1.3 Advance Notification

The College President, **or Vice President of Academic and Applied Research**, shall notify the President of the Faculty Association in writing of the ~~College's Board's~~ decision to reduce the regular employee(s), the reason(s) related thereto per article 13.1; and the specific functional area(s) to be reduced. This notice will be provided at least thirty (30) calendar days in advance of serving notice of layoff to regular employee(s), in order to provide the Association with an opportunity to recommend to the College President, **or Vice President of Academic and Applied Research**, specific alternatives within the Association's jurisdiction of the contemplated course of action. The reason(s) for the reduction referred to in article 13.1.2 shall be supported by relevant financial and/or enrollment information.

13.1.4 Association Recommendations

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

The College President, **or Vice President of Academic and Applied Research**, will ensure that the recommendations referred to in this article will be fully considered prior to the serving of notice(s) of layoff per Article 13.1.8.

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

On or before the expiry date of the thirty (30) day advance notification, the College President, **or Vice President of Academic and Applied Research**, shall advise the President of the Faculty Association in writing as to the decision taken vis-à-vis this article and the principal reason(s) related thereto.

16.

Article 15 – Personnel Files

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 if ~~a similar~~ any other incident has not taken place.

17.

While not to be included in the collective agreement, the following amendments to the benefit plan will be made effective April 1, 2023:

- *Dental Plan – increase Plan B (Major Restorative) to \$3000 annually*
- *Dental Plan – increase Orthodontic coverage to \$3000 lifetime*
 - *Also includes adults*
- *Professional Services – Acupuncture to limit of \$500 annually*
- *Eye Exam – increase coverage to \$125/2 years*
- *Psychological Services – increase to \$1500 annually*
- *Hearing Aid Coverage to \$1500/3 years*
- *Establish a Health Spending Account of \$300 annually*
- *Establish a Wellness Spending Account of \$200 annually*
- *Establish Critical Illness Insurance coverage for members to \$10 000*
- *Establish a Gender Affirmation Benefit, coordinated with the Provincial Health Plan of \$30 000 lifetime*

18.

LOU #2 – University Studies and Career Technical Preparation Hours Per Week

Renew

LOU #3 – Distributed Learning

Delete

LOU#7 - Second Functional Areas

Delete

LOU#12 – Department Heads Compensation

Renew with updated stipend

LOU #14 – Local Government Management Courses

Delete

LOU #15 - Joint Committee on Employee Evaluation and Performance Review

Delete

LOU #18 – re: Interpretation of article 6.4.1

Renew

LOU #19 – Service Improvement Allocation

Delete

LOU#20 - Letter of Understanding: RE: Service Improvement Fund

Delete

Note: Unused funds in the SIF as at April 1, 2023 will be distributed to the Personal Protective Equipment Allowance Fund (LOU XX below).

19.

12. Letter of Understanding: Department Heads Compensation

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

As Department Head, a faculty member will receive an annual stipend spread over 12 months of, **consistent with general wage increases**:

- ~~April 1, 2019~~ ————— \$7000
- ~~April 1, 2020~~ ————— \$7140
- ~~April 1, 2021~~ ————— \$7283

- **April 1, 2022 (to be updated)**
- **April 1, 2023 (to be updated)**
- **April 1, 2024 (to be updated)**

Their vacation entitlement will be 6 weeks and **they** 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 **their** supervisor in consultation with the Department Head.

20.

LOU XX RE: re: Coordinator Fund

The Parties agree to create a fund to augment existing release provided to Coordinators. The purpose of this fund is to enhance the functions of program and service delivery to foster faculty (including instructional and non-instructional) and student success and provide some relief of workload demands.

The allocation of funds will be prioritized across programs and departments in relation to immediate needs and will be determined on an annual basis.

The Parties agree that the additional funds should strengthen College of the Rockies' focus on students by providing increasingly relevant, accessible and inspiring learning environments that support student success and high quality education.

Funds:

Beginning April 1, 2023, the College will contribute \$40 000 to the fund to provide additional Coordinator Release. It is understood by the parties that these funds are intended to augment the existing total of release as of February 15, 2023.

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

Funds not allocated within a calendar year will be carried over indefinitely.

The Committee:

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

The Committee will meet annually in the Winter Term, and in conjunction with existing Faculty Labour/Management Committee meetings. Additional meetings may be scheduled during the year to consider any change in circumstances that may necessitate changes to the annual release plan.

The Vice President Academic and Applied Research will make the final decision on releases/support hours recommended by the Committee. The VPA's final decision will be provided to the committee and if it differs from the committee's recommendation, a rationale will be provided.

Criteria and Priorities:

The Committee will make recommendations for the allocation of the funds based on the following criteria:

- Benefits to Students – the degree to which the additional release supports student success and positively impacts the student experience
- Complexity of program design and delivery and the scope of responsibilities including size of program and/or multiple programs
- Significant growth or change in the area requiring increased coordination
- Special one-time initiatives that align with strategic priorities of the College

21.

LOA XX – Personal Protective Equipment Allowance Fund

A one-time fund will be established based upon the unspent SIF funds from LOU 20 as at April 1, 2023 to be used for regular and term faculty to purchase items of health and safety apparel and equipment related to their instructional duties, such as safety footwear, prescription safety glasses, ear protection, etc.

Eligible Faculty may submit receipts for reimbursement by the College to a maximum of \$400 annually.

Once depleted, the fund shall be discontinued and this Letter of Understanding shall expire.

22.

LOA XX – Contribution to the CORFA membership and engagement committee

The College shall make a one-time contribution to the CORFA membership and engagement committee in the amount of \$9 455.

23.

LOU XX

Re: Articles 12 and 13 of the Common Agreement

The Parties agree that the “Common Agreement” means the 2019-2022 FPSE Faculty Common Agreement between the Employers’ Bargaining Committee on behalf of the member institutions ratifying that Common Agreement and the Joint Faculty Negotiating Committee on behalf of its local institutions ratifying that Common Agreement.

The Parties agree that Article 13.3 of the Common Agreement shall not apply to 1) Article 12.1 – Provincial Salary Scale and Appendix A; and 2) Article 12.2 – Secondary Scale Adjustment. The Salaries in the Local Agreement will apply as agreed during collective bargaining for the renewal of the 2019-2022 collective agreement.

The 2022-2025 Local agreement between the Parties and the 2019-2022 FPSE Common Agreement will form the complete collective agreement between the Parties.

This Letter of Understanding will expire on March 31, 2025 or upon the renewal of the 2022 – 2025 collective agreement.

24.

LOA XX Re: Wellness Spending Account

The parties agree that in order to assist in the enhancement of the health and wellness of faculty, a Wellness Spending Account (WSA) shall be provided to eligible employees, defined as: all Regular employees (Full-Time and Part-Time) and Term employees with an employment status of 50% or more for four (4) or more consecutive months per year.

The Wellness Spending Account (WSA) is intended to promote the health and wellness of faculty that:

- Encourages habits of wellness;***
- Increases awareness of factors and resources that contribute to personal well being; and***
- Inspires individuals to take enhance their own health (physical and/or psychological).***

Effective on the date of ratification, each eligible employee shall be allocated an individual WSA account of \$200. This account shall be replenished to \$200 on April 1, 2024 and each anniversary thereafter.

The WSA will be subject to Canada Revenue Agency rules and requirements for taxable benefits.

Employees shall be permitted to use their WSA towards health & wellness initiatives, such as:

- Membership and/or admission to fitness facilities;***
- Textbooks and/or related media on health and/or wellness related topics;***
- Smoking cessation, weight loss or addictions programs;***
- Classes/courses for health/wellness enhancement or for personal or professional development***
- Fitness Instruction/ Personal Trainers***
- Admission fees for races and fitness activities***
- Fitness trackers and app subscription, such as Fitbit or MyFitnessPal***
- Consultation session(s) with a Registered Dietitian or Nutritionist***
- Meditation/Mindfulness classes or programs***
- Active wear and sports equipment***

To promote employee wellness, this benefit is to be used during the year in which it is earned and expenses must benefit the employee directly. Reimbursement for expenses cannot have been claimed elsewhere such as under an extended health plan or other plans where such expenses may be claimed.

Employees must submit receipt(s) for purchases made within the year for approval of reimbursement before March 31 of each year.

If an employee has unused WSA funds when they leave the employ of the College, that unused allowance is forfeited.

In year 1, there will be an additional one time fund of \$30,000, administered by the college which shall be used for additional wellness claims to a maximum of \$200 per faculty member.

25.

Housekeeping article 9.4, change 'superannuation' to 'pension'

Schedule "B"

The following attachments are tentative agreements between the Employer and the Association that occurred during the course of negotiations. The parties agree that the following attached tentative agreements form part of this schedule and Memorandum of Agreement.

Description	Date Signed
Article 5.5.1	Nov 29, 2022
Article 5.6.4	Nov 29, 2022
Article 5.6.6	Nov 29, 2022
Various Articles, remove Dean "of Instruction"	Nov 29, 2022
Article 7.3.2	Nov 29, 2022
Article 9.1.3.2	Nov 29, 2022
Article 21.3.1.2	Nov 29, 2022
LOUs 1, 4, 5, 6, 8, 9, 10, 17	Nov 29, 2022
5.5.1b	Jan 10, 2023
13.1.4	Jan 10, 2023
13.1.5	Jan 10, 2023
11.3.1.4	Jan 10, 2023
3.3.2	Jan 10, 2023
13.1.11, LOU 11	Jan 10, 2023
11.9, LOU 13	Jan 10, 2023
6.1.3	Jan 11, 2023
20, 21	Feb 14, 2023
13.1.5.1, LOU 7	Feb 14, 2023

<INSERT PDF OF TENTATIVE AGREEMENTS>

COTR – CORFA

"Green Sheet"

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

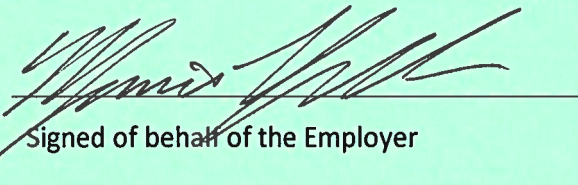
5.5.1 Instructional Modes and Activities

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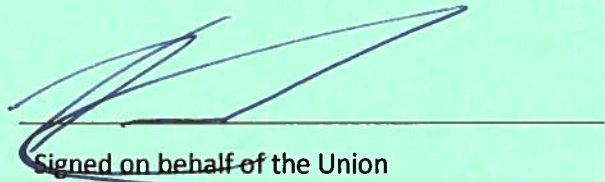
5.5.1.1 Contact Hour Defined

...

Agreed to:



Signed of behalf of the Employer



Signed on behalf of the Union

Signed by the Parties on: Nov 29, 2022

COTR – CORFA

"Green Sheet"

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

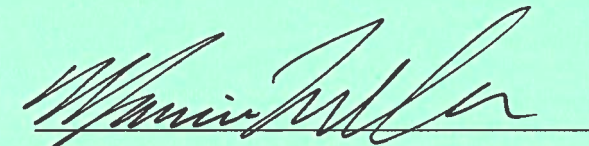
Housekeeping

5.6.4

...

c) For Semesterized Access Education and other vocational programs with similar instructional delivery, Health Care Assistant, Practical Nursing, ~~Certified~~ Dental Assistant, ~~Access Education Transitions~~ Education and Skills for employment program, English Language Program Training, Child, Youth, and Family Studies Program, Mountain Adventure Activity Skills Training, Adventure Tourism Business Operations, ~~and Network Support Technician~~ Programs – twenty-five (25) hours.

Agreed to:


Signed of behalf of the Employer
Signed on behalf of the Union

Signed by the Parties on: Nov 29 / 22

COTR – CORFA

"Green Sheet"

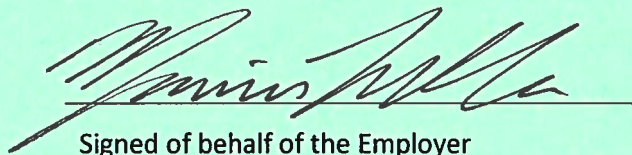
Effective the date of ratification, the Employer and the Union agree to the following housekeeping amendment:

Housekeeping

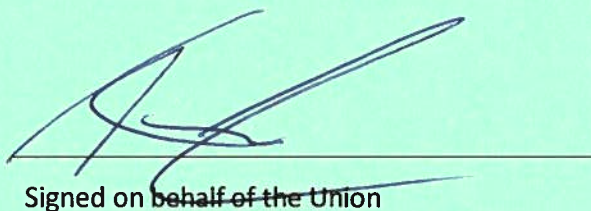
5.6.6

In a laboratory or shop environment whenever, due to excessive numbers of students, learning or safety conditions deteriorate below an acceptable level in the professional judgment of the instructor, ~~s/he~~ they shall bring the matter to the attention of the appropriate Campus Manager or Dean of Instruction in order to determine a feasible solution.

Agreed to:



Signed of behalf of the Employer



Signed on behalf of the Union

Signed by the Parties on: Nov 29 / 22

"Green Sheet"

Effective the date of ratification, the Employer and the Union agree to the following housekeeping amendments to remove the term Dean "of Instruction":

Housekeeping

5.6.6 In a laboratory or shop environment whenever, due to excessive numbers of students, learning or safety conditions deteriorate below an acceptable level in the professional judgment of the instructor, ~~s/he~~ **they** shall bring the matter to the attention of the appropriate Campus Manager or Dean ~~of Instruction~~ in order to determine a feasible solution.

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 ongoing 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.

6.2.2 A Department Head Selection Committee will include:

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

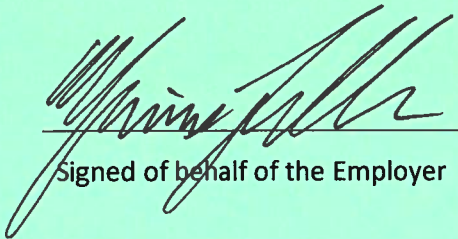
6.3.2 A Program Coordinator Selection Committee will include:

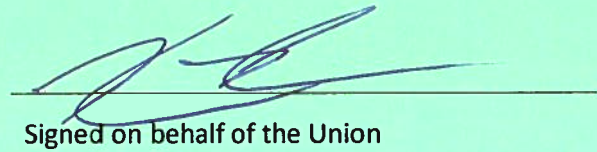
- a Dean ~~of Instruction~~/Manager;
- a representative of the Human Resource Department; and
- one or two faculty members

7.4.1.5 An employee who feels that an anomaly or inequity exists in their initial placement on the salary schedule may, within ninety (90) working days of their 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 Executive Director, Human Resources, and should this decision be unacceptable to the employee or Association, they shall have access to the provisions of Article 21 of this Agreement

Agreed to:


Signed of behalf of the Employer


Signed on behalf of the Union

Signed by the Parties on: Nov 29/22

COTR – CORFA

"Green Sheet"

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

Housekeeping

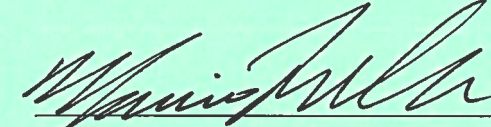
7.3.2


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

~~Effective April 1, 2020, replace the above language with:~~

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

Agreed to:


Signed of behalf of the Employer


Signed on behalf of the Union

Signed by the Parties on: Nov 29/22

COTR – CORFA

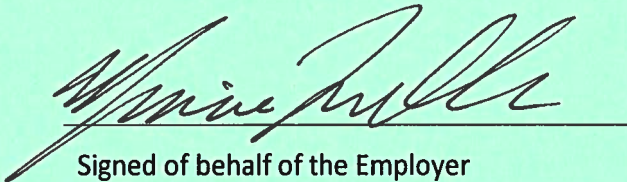
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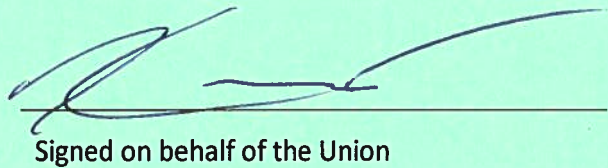
Effective the date of ratification, the Employer and the Union agree to the following housekeeping amendment:

Housekeeping

9.1.3.2 An auxiliary employee is entitled to ~~four percent (4%) payment in lieu of benefits. This amount shall be increased to five percent (5%) effective April 1, 2018, and then to six percent (6%) effective September 1, 2018.~~

Agreed to:


Signed of behalf of the Employer


Signed on behalf of the Union

Signed by the Parties on: Nov 29 / 22

COTR – CORFA

"Green Sheet"

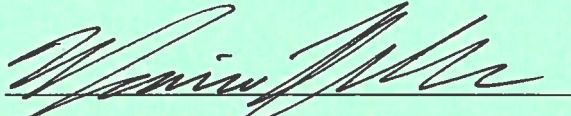

Effective the date of ratification, the Employer and the Union agree to the following housekeeping amendment:

Housekeeping

21.3.1.2

No later than ten (10) working days following the notice given pursuant to clause 21.3.1.1, the supervisor will notify the Association of the grievance; will advise the employee that **they have** 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.

Agreed to:


Signed of behalf of the Employer
Signed on behalf of the Union

Signed by the Parties on: Nov 29/22

COTR - CORFA

"Green Sheet"

Effective the date of ratification, the Employer and the Union agree to renew the following Letters of Understanding:

LOU #1 – Early Retirement Incentive Program

LOU# 4 - Flexible Configurations of Work

LOU #5 – Courses Offered Through Institutes of Community Development

LOU #6 – Role of Contract Employees

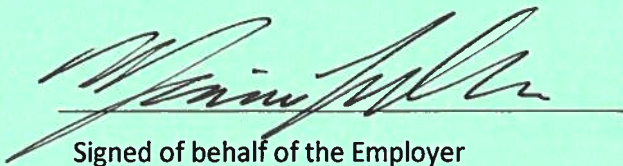
LOU #8 – Evaluation and Performance Review Criteria

LOU #9 – Post Retirement (PR) Faculty

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

LOU #17 – Dual Credit Courses

Agreed to:



Signed of behalf of the Employer



Signed on behalf of the Union

Signed by the Parties on: Nov 29/22

“Green Sheet”

5.5.1 Instructional Modes and Activities

Instruction includes but is not limited to the following modes:

- i.** Face-to-face: all students are physically present in the same physical learning environment as the faculty member;
- ii.** Online: instruction and learning takes place in a web-based environment.
- iii.** Blended: a blend of face-to-face and online instruction, allowing students to attend the entire course in person or take the entire course online. Blended courses may include elements of distributed learning, such as a course website, net-casting, and/or video-conferencing.
- iv.** Hybrid: A combination of face-to-face and online instruction taken by all students in a course.

Instructional activities include but are not limited to the following examples:

a. Classroom Instruction

Faculty members meet with students in a semesterized classroom. Substantial preparation and/or marking time may be required outside of the classroom. Instructional methodologies include but are not limited to: lecture, problem based learning, co-operative learning, case studies, and classroom-based simulations. Examples include English courses and Practical Nursing theory courses.

b. Individually Paced Instruction

Faculty members provide monitoring and assistance for students who work on clearly designed learning units, or modules at an individual pace. Examples include Directed Studies (Continuous Intake) Adult Basic Education/Upgrading for Academic and Career Entry (UACE) and Office Administration.

Agreed to:

Tom Lynch

Signed of behalf of the Employer

[Signature]

Signed on behalf of the Union

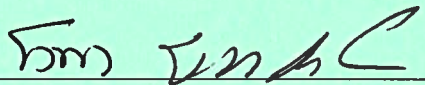
Signed by the Parties on: Jan 10, 2023

"Green Sheet"

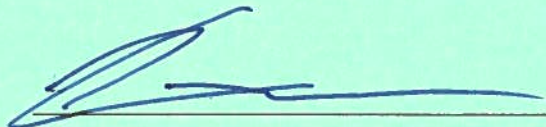
13.1.4 Association Recommendations

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

Agreed to:



Signed of behalf of the Employer



Signed on behalf of the Union

Signed by the Parties on: Jan 10, 2023

“Green Sheet”**13.1.5 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

Indigenous Education Advisor/Coordinator	Criminology/Criminal Justice	Media-Librarian
Aboriginal Education Coordinator	Culinary Arts/Professional Cook Training	Millwright/Industrial Mechanic
Adult Basic Education/ Upgrading for Academic & Career Entry-UACE	Curriculum Developer	Mountain Adventure Skills Training
Adventure Tourism Business Operations	CYFS: Early Childhood Education	Network Support Technician
	CYFS: Education Assistant	
Anthropology	CYFS: Human Service Worker	New Media Communications
Applied Computers	Database Administration	Office Administration
Applied Research Analyst	Disability/Accessibility Services Coordinator	Philosophy
Applied Science	Economics	Physics
Astronomy	Educational Advising	Planermill Maintenance
Automotive Service Technician	Electrical	Plumbing
Bachelor of Science Nursing	English	Political Science
Bachelor of Science Nursing Mental Health	English Language Training	Practical Nursing
	Fine Arts	Psychology
Basic Health Sciences	French	New Media Communications
Biology	Geography	Recreation Management
BUADBMGT: Accounting	Geology	Religious Studies
BUAD: Computer Systems ManagementBMGT: Finance	Hairdressing/Hairstylist	Small Engine Repair
	Health Care Assistant	Sociology
BUADBMGT: General Management	ESEP: Education and Skills for Employment	Spanish
BUADBMGT: Marketing	Heavy Duty Equipment	Theatre
Carpentry/Joinery	Technician/Truck and Transport	
Certified Dental Assistingant	Mechanic	Timber Framing
Chemistry	History	Tourism Management
Collision Repair	Horticulture	Transitions
Communications	Hospitality Management	Welding
Computer Information	Indigenous Studies	Women's Studies

Systems		
Computing Sciences	Instructional Designer Teaching and Learning Specialist	
Computer & Web Specialist	Kinesiology	
	Learning Specialist	
Counsellor	Literacy Capacity Coordinator	
Creative Writing	Mathematics	


Inactive Functional Areas:

The employee functional areas listed below are currently inactive:

<u>Applied Computers</u>	<u>Horticulture</u>	<u>Transitions</u>
<u>Applied Research Analyst</u>	<u>Instructional Designer</u>	
<u>Bachelor of Science Nursing Mental Health</u>	<u>Literacy Capacity Coordinator</u>	
<u>Basic Health Sciences</u>	<u>Media Librarian</u>	
<u>BMGT : Computer Systems Management</u>	<u>Network Support Technician</u>	
<u>Collision Repair</u>	<u>New Media Communications</u>	
<u>Computer & Web Specialist</u>	<u>Public Services Librarian</u>	
<u>Database Administration</u>	<u>Steam Fitter/Pipe Fitter</u>	

- 13.1.5.4 Should it become necessary for the College to introduce a new regular position which would in turn necessitate adding a functional area to those listed in Article 13.1.5, the College President may do so at any time, and will meet the requirements of this Collective Agreement by providing the President of the Faculty Association with a copy of the amended list referred to in Article 13.1.5. and a copy of the amended list referred to in Article 13.1.5.1. **Reactivation of inactive functional areas will follow the same process.**

Agreed to:



Signed of behalf of the Employer



Signed on behalf of the Union

Signed by the Parties on: Jan 10, 2023

"Green Sheet"

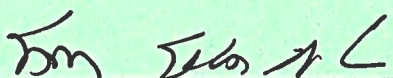
Effective the date of ratification, the Employer and the Union agree to the following housekeeping amendment:

11.3.1.4

If the leave will affect part or all of any semester, the employee shall give as much notice as is practicable, but not less than ~~at least~~ four (4) weeks' notice before the day the employee proposes to begin leave to allow satisfactory arrangements to be made to cover any duties involved.

It is understood that unforeseen circumstances may prevent an employee from providing at least four (4) weeks' notice before the actual start of the leave. In these circumstances there shall be no consequences for the employee.

Agreed to:



Signed of behalf of the Employer



Signed on behalf of the Union

Signed by the Parties on: Jan 10, 2023

"Green Sheet"

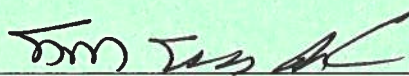
Effective the date of ratification, the Employer and the Union agree to the following amendment:

Article 3.3 Faculty Labour Management Committee

3.3.2 The Faculty Association and Management shall each appoint three (3) members to this Committee. Faculty Association membership will consist of **three (3) Association members, one of which must be the President or Vice-President.** ~~at least one Vice President, and another member of the Association Executive.~~ Management membership will consist of the HR Department Executive Director, Human Resources ~~at least one Dean, and a~~ **two (2) excluded academic leaders.** ~~Member of the Executive Committee.~~

Either party may bring additional representatives or vary the composition of their membership with the agreement of the other party.

Agreed to:



Signed of behalf of the Employer



Signed on behalf of the Union

Signed by the Parties on: Jan 10, 2023

"Green Sheet"

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

The parties agree to the following changes to Article 13.1.11 and LOU 11:

13.1.11 Severance Pay

If neither reassignment per Article 13.1.7 nor retraining per Article 13.1.9 is feasible, a regular employee may be laid off and awarded one (1) month severance pay for each completed year of service as a member of the bargaining unit up to a maximum of six (6) months severance pay.

For Regular part-time employees:

"Months severance pay" means the current full monthly pay at the employee's current step multiplied by the employee's average annual workload percentage for the past six duty years. If an employee has worked less than six duty years, or if the employee was on approved unpaid leave of absence or on Short-term or Long-term disability during the past six years, the average annual workload percentage is calculated over the number of duty years worked by the employee.

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

LOU11 re: Interpretation of Article 13 of the Local Faculty Agreement will be deleted.

Agreed to:



Signed of behalf of the Employer



Signed on behalf of the Union

Signed by the Parties on: Jan 10, 2023

"Green Sheet"

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

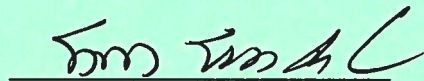
The parties agree to the following changes to Article 11 and LOU 13:

Article 11.9 (New) Deferred Salary Leave Program

The parties agree to maintain access for faculty to the College's Deferred Salary Leave Program. Changes to the existing program, other than those required by federal or provincial statutes, must be mutually agreed to by the parties.

LOU 13 re: Deferred Salary Leave Program will be deleted.

Agreed to:



Signed of behalf of the Employer



Signed on behalf of the Union

Signed by the Parties on: Jan 10, 2023

“Green Sheet”

Amend Article 6.1.3 as follows:

6.1.3 Search Committee

6.1.3.1 A Search Committee shall be struck immediately upon approval of the request to hire for all regular, term, and auxiliary vacancies as defined in 6.1.2.1 and not meeting the criteria for emergency hires as per Article 6.1.2.3.

6.1.3.1.2 A Search Committee may either be a standing committee, or an ad hoc committee, as determined by the appropriate Dean/delegate. The Search Committee shall normally be represented by the following:

- a) the appropriate Dean and/or designate who shall be Chair,
- b) if applicable, the appropriate Department Head and/or Program Coordinator from the program or service area,
- c) One (1) employee elected by the Department/area, or appointed by the Department Head, whichever is practicable. Where the area does not have a Department Head or Program Coordinator as per (b) above, then two (2) employees will be elected by the Department/area, or appointed by the Faculty Association President, whichever is practicable.
- d) The Search Committee Chair may increase the representation provided that the total number of representatives does not exceed five (5).

All members of the Search Committee will actively participate in shortlisting, preparing interview questions, interviewing, and making the hiring recommendation. The Search Committee will make its recommendation to the Dean. The final hiring decision shall be made by the Dean. **If the Dean doesn't agree with that recommendation, they must provide a rationale to the committee.**

If an internal candidate applies and is not awarded the position, they will be provided the rationale as to why they were not successful by the Search Committee Chair.

Agreed to:

Tom Len AC

Signed of behalf of the Employer

[Signature]

Signed on behalf of the Union

Signed by the Parties on: Jan 11, 2023

"Green Sheet"

Effective the date of ratification, the Employer and the Union agree to the following amendments to article 20 and 21:

20

DISCIPLINE

The College shall not dismiss or discipline an employee bound by this Agreement except for just and reasonable cause.

20.1 The College will provide at least twenty-four (24) hours notice to an employee of any meeting in which the conduct of the employee is being investigated and discipline may be imposed. Less notice may be given if the College has cause for investigating the employee's conduct immediately.

20.2 At the time of notice, the College will inform the employee and the **Chief Steward of the** Association of the purpose of the meeting and that the meeting could result in discipline. The employee will be expected to consult with their Steward. ~~and the employee shall have the right to Association representation at the meeting.~~

20.2.1 The employee shall have the right to Association representation at the meeting.

20.2.2 At the time of notification, the college must inform the employee that they have the right to representation.

20.3 Should discipline beyond a verbal reprimand be imposed, the College will notify the employee, in writing, of the reason for the discipline. The employee, at their discretion, may provide a copy of that letter to their Steward. In the event an employee is suspended, written notification will be provided to the employee and the ~~President~~ **Chief Steward** of the ~~Faculty~~ Association within five (5) working days.

20.4 A grievance **related to discipline must be initiated** ~~alleging that the suspension or discharge of an employee is unjust must be initiated~~ within ~~twenty two (22)~~ **twenty (20)** working days of the written notification **of discipline.** ~~to the employee of the suspension or discharge.~~ Such grievance will proceed directly to Step 2 of the grievance procedure.

21

GRIEVANCE PROCEDURE

21.1 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.

21.2 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.

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 2.

21.3 Steps

21.3.1 Informal Step:

21.3.1.1 An employee, or the Association on behalf of an employee or group of employees, may, within twenty (20) working days of an incident giving rise to a 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 their immediate supervisor. **The supervisor will advise the employee that they can bring a representative of the association.**

21.3.1.2 No later than ten (10) working days following the notice given pursuant to clause **21.3.1.1** ~~21.4.1.1~~, the supervisor will notify the Association of the grievance; will advise the employee that they have 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. **The supervisor will consult with Human Resources before finalizing a resolution. Any resolution at this stage will be without prejudice.** ~~Any recommendations by the supervisor to resolve the matter are subject to review and~~

~~approval by the Executive Director, Human Resources, and the Association.~~

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

21.3.2 Step 1:

21.3.2.1 Failing a satisfactory settlement at the informal step, the Association may submit the grievance in writing to the employee's **dean/director and campus manager as appropriate** ~~immediate excluded supervisor~~, copied to Human Resources, within ten (10) working days of the time the Association could reasonably have become aware of the outcome of the informal step.

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

21.3.3 Step 2:

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

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

If the written response is not to the satisfaction of the Association, then the grievance may be advanced to Step 3.

21.3.4 Step 3:

~~Failing a satisfactory settlement at Step 2 the Association may advance the grievance to arbitration. Notice of Intent to advance to arbitration will be in writing to the Executive Director, Human Resources, within twenty (20) working days of the date of the meeting with the Executive Director, Human Resources. Subject to 21.65, a grievance not advanced within this timeframe will be deemed abandoned.~~

Where resolution of the grievance fails at Step 2, either party may forward the grievance in writing within ten (10) working days to the President of the College. The President shall hold a meeting within ten (10) working days with:

- **the affected employee's dean/director as appropriate,**

- the Executive Director, Human Resources or designate,
- the Chief Steward of the Association,
- the President of the Association or designate,
- the employee if the employee wishes to attend.
- either President may invite other(s) with knowledge of the issue(s) in dispute

Within ten (10) working days of this meeting, the President of the College shall, in writing, inform the Union of the decision and the rationale for the decision.

21.4 21.3.5 Step 4: Arbitration

Failing a satisfactory settlement at Step 3 the Association may advance the grievance to arbitration. Notice of Intent to advance to arbitration will be in writing to the Executive Director, Human Resources, copied to the College President, within twenty (20) working days of the date of receipt of the response from the College President. Subject to 21.4, a grievance not advanced within this timeframe will be deemed abandoned.

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

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

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

~~21.5 Settlement Discussion~~

- ~~i. Prior to a grievance being heard at arbitration, either party may request in writing a meeting with the College President to review the issues in grievance.~~
- ~~ii. Where the parties agree to hold such a meeting, it shall be held within twenty (20) working days of the request, and prior to the commencement of the arbitration hearing. The scheduling of this meeting will not impact the previously scheduled arbitration dates.~~
- ~~iii. Each party shall determine who shall attend the meeting on its behalf and shall notify the other party in advance of the meeting.~~
- ~~iv. Legal Counsel shall not attend Settlement Discussions.~~

- ~~v. The meeting is intended to discuss related matters and explore avenues for settlement and is to be conducted on a without prejudice and precedent basis.~~
- ~~vi. In the event that a settlement is reached or pending, the College President will provide a written response to that effect within five (5) working days.~~
- ~~vii. Nothing about the previous shall preclude informal discussions or formal mediation.~~
- ~~viii. Upon reaching a satisfactory settlement the parties will sign a grievance resolution document within five (5) working days.~~

21.6 4 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.

Agreed to:



Signed of behalf of the Employer



Signed on behalf of the Union

Signed by the Parties on: Feb 14/23

"Green Sheet"

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

- 13.1.5.1 A regular College employee will be listed by seniority per Article 13.1.6 in one (1) primary functional area, based on their major portion of duties and responsibilities (duty hours) during their previous two (2) calendar years **prior to January 1 of the current year**. ~~as a regular employee from the date of ratification of this Agreement~~. This list as provided or as otherwise amended by the College President in accordance with this Collective Agreement, will remain in effect for the duration of the Agreement.
- 13.1.5.2 A new regular employee will have their primary functional area identified by the Dean/~~Manager~~ **Director** upon appointment.
- 13.1.5.3 The listing of regular employees referred to in Article 13.1.5.1 may be amended at the beginning of each calendar year by the College President in order to identify any employee who has qualified for a second functional area in accordance with the following criteria:
- a) They have declared to the Dean/~~Manager~~ **Director** in writing their intention to seek listing in a second functional area;
- and,
- b) They have been adjudicated by the Dean/~~Manager~~ **Director** to be fully qualified for a substantial majority of all duties/courses/subjects in that second functional area. The primary determining factor(s) in such adjudication will be the position qualifications related to the functional area in question;
- and,
- c) They have demonstrated competence in that second functional area during the previous two (2) calendar years by successfully completing within a schedule of assigned duty per Article 5.3.1 an assignment directly related to the second functional area of not less than sixty (60) duty days for non-instructional regular employees, or three hundred and sixty (360) contact hours per Article 5 for vocational regular instructional employees, or one hundred and eighty (180) contact hours per Article 5 for University Studies and Career/Technology regular instructional employees.

Incorporate the following language from LOU #7 into collective agreement:

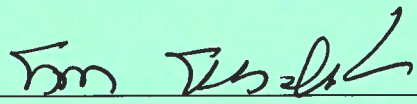
13.1.5.3.1 A faculty member who is currently listed with a second functional area will retain that second functional area. If a faculty member's primary functional area changes ~~per #1~~, their previous primary functional area will become their second functional area.

13.1.5.3.2 In January of each year, a faculty member may apply to be listed on the seniority list in a second functional area. Such application must be forwarded to the faculty member's Dean or ~~Campus Manager~~ **Director** on or before January 31. ~~Article 13.1.5.3 refers.~~


13.1.5.3.3 In February each year, the seniority list will be amended per successful applications from **article 13.1.5.3.2** #3.

13.1.5.3.4 A faculty member can only have one second functional area. If a faculty member successfully applies for a second functional area, per **article 13.1.5.3.2** #3, and they already have a second functional area, the previous second functional area will be removed.

Agreed to:



Signed of behalf of the Employer



Signed on behalf of the Union

Signed by the Parties on: Feb 14/23