

06-30-2015
@ 12:40pm

MEMORANDUM OF AGREEMENT
BETWEEN:

COLLEGE OF THE ROCKIES
(the "College")

AND:

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

The following package constitutes a proposed memorandum of agreement for all outstanding items in the current round of bargaining. This package is presented on a without prejudice basis. In the event the parties fail to reach agreement on the package, the Association reserves the right to return to all its previous positions on outstanding items. This package is also subject to any errors or omissions.

The proposed Memorandum of Agreement is as follows.

The new collective agreement between the College and the Association shall contain all provisions in the collective agreement that expired on March 31, 2014, subject to the following amendments:

1. All "green sheet" items tentatively agreed by the parties to date; (appendix A - attached)
2. The proposals contained in this package; (appendix B – attached)
3. All items contained in the 2014 FPSE Template Table Agreement dated February 5, 2015 (the "Template Table Agreement"); (appendix C – attached)

Except as identified above, all other proposals tabled by the parties shall be withdrawn without prejudice, upon acceptance and ratification of this proposed Memorandum of Agreement;

All amendments shall be effective the date of ratification of the parties' Memorandum of Agreement, except where otherwise identified specifically.

The parties shall recommend the approval of this memorandum to their respective principals.

The parties to this memorandum will conduct their ratification votes within thirty (30) days of the signing of this memorandum.

This agreement shall be subject to ratification by the parties' respective principals. In the case of the College, this shall include ratification by PSEA.

Signed this 30 day of June, 2015

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:

MA

Khalid Mahmood

D. Bhatt

St. K. P. W. K.

Yusuf

BARGAINING REPRESENTATIVES FOR
THE ASSOCIATION:

Robson Ben Hepple

W. L. L. L.

J. K. K.

Ra

OK

APPENDIX A – Green sheets



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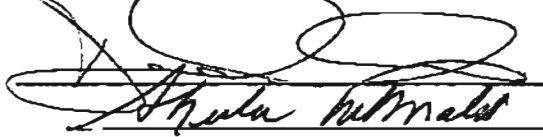
Proposal 1 Article 1.1

Change the term of the Agreement to April 1, 2014 to March 31, 2019

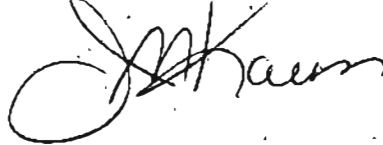
1.1 The Agreement shall be for the period commencing 2014 April 1, and terminating 2019 March 31.

Signed by the parties at Cranbrook, BC, on the 28 of April
2015

For the College of the Rockies:



For the Faculty Association:



For the Post-Secondary Employers' Association

Counter Proposal

Tabled: _____

Time: _____

Proposal 4 Regularization of Non-Regular Employees Article 2.2.8

Amend language to include a review date regarding expectation of ongoing work.

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:

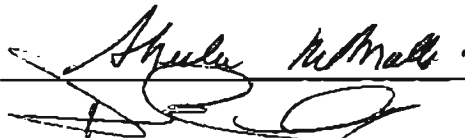
- i) the employee has worked at least (50%) fifty percent of a full-time workload for each of two consecutive appointment years and there is a reasonable expectation of ongoing work for which the employee has the right of first refusal and which the employee is qualified to perform, at a workload of 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 his/her situation be reviewed on or before September 15. If the above criteria is met, the employee will be regularized.

For the College of the Rockies:



For the Faculty Association:



For the Post-Secondary Employers' Association

Signed at Cranbrook, BC on April 29, 2015

Counter Proposal

Tabled: _____

Time: _____

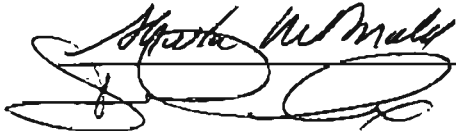
Proposal 5 Association Membership Article 3.1

Amend language to include new positions and title changes.

3.1 Association Membership

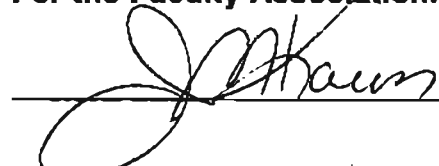
The College recognizes the Association as the exclusive bargaining agent for all
Instructors, Librarians, Counsellors, Aboriginal Education Coordinator, Coordinator
Learning Resources, Learning Specialist, Disability and Learning Support Services
Coordinator, ~~E-Learning Specialist~~, Instructional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

For the College of the Rockies:



For the Post-Secondary Employers' Association

For the Faculty Association:



Signed at Combrook, BC on April 29, 2015

1) Article 5.9 Travel Duties

Article 5.9.1.1

Standard travel time between Cranbrook and satellite campuses/ regional communities shall be as follows:

Creston 3 Hours (return)	Invermere 4 Hours (return)
Elkford 5 Hours (return)	Kimberley 1 Hour (return)
Fernie 3 Hours (return)	Sparwood 4 Hours (return)
Golden 8 Hours (return)	

2) Article 9 Employee Benefits

Article 9.10 Vision Care (Optical Plan)

(This is not part of the actual proposals or negotiations. It is only being included in this package to reflect the FTT agreement.)

Article 9.10.1.1

The Vision Care (Optical Plan) shall provide for ~~\$400 (four hundred dollars)~~ **\$500 (five hundred dollars)** per family member every two (2) calendar years. The College shall pay one hundred percent (100%) of the premium cost, except as per 9.1.4.1. Eligible family members include a spouse and unmarried dependent children as defined in the policy with the benefit carrier.

3) Letter of Understanding re: Early Retirement Incentive Program

Renew.

4) Letter of Understanding re: Flexible Configurations of Work

Renew

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

Renew

6) Letter of Understanding re: Role of Contract Employees

Renew

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

Renew

8) Letter of Understanding Deferred Salary Leave

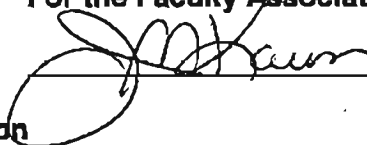
Renew

Signed by the parties at Cranbrook, BC, on the 28 of April, 2015

For the College of the Rockies:



For the Faculty Association:



For the Post-Secondary Employers' Association



Letter of Understanding: Department Heads Compensation

The employer proposes to renew, and update/amend this LOU:

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


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

- April 1, 2012 \$5,322;
- January 1, 2013 \$5,375;
- April 1, 2013 \$5,429;
- September 1, 2013 \$5,483;
- January 1, 2014 \$5,538.

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.


Signed by the parties at Cranbrook, BC, on the 29 of April, 2015

For the College of the Rockies:



For the Post-Secondary Employers' Association

For the Faculty Association:



Proposal 31 Housekeeping

Amend language to correct typos, formatting, and grammatical errors.

3.1.1.1

- b) The CORFA undertakes to provide the Payroll Department with thirty (30) calendar days advance notice of any change to the amount of dues/assessments. *Remove extra spaces*

3.1.4.2

With the approval of the Vice President of Education, designated representatives of the Association may be granted leaves of absence without pay, to fill a Federation of Post Secondary Educators (FPSE) position, to attend conventions, conferences and meetings in connection with Association affairs. It is understood that such leaves of absence shall be mutually agreed upon by the Vice President of Education and the Association.

3.1.4.4 (d)

font size is different from other articles

3.1.4.4 (e)

Where a replacement is required, ~~the~~ for the purpose of involving, prior to the assignment of replacement, the Association President and Dean, or their designates, will identify the work being replaced. Then, the Manager, Payroll & Benefits and the Association will calculate the replacement costs based on the following criteria:

1. Auxiliary replacements will be charged at the hourly rate plus eight percent (8%) in lieu of vacation and benefits.
Add a space after (8%) and period at the end.
4. 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.

3.3.1

Pursuant to Section 53 of the *Labour Relations Code*, the College and the Association agree to participate in regular Faculty Labour/Management Committee meetings.
Add italics

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 of the Association Executive. Management membership will consist of the HR Department Executive Director, at least one Dean, and a member of the Executive Committee.

3.3.4

Minutes of Committee meetings will be circulated to Committee members as soon as

possible after a meeting in accordance with *Freedom of Information/Protection of Privacy Act* legislation.

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.

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;
- other functions and responsibilities ancillary to the employee's position with the College;

all specified herein without limiting the generality of "duty" and "responsibility".

Reformat to make it easier to read.

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.

S.4.3.1 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.

At least one (1) month prior to the professional development 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.

Amendments will be by mutual agreement. Approval is based on consistency with the purposes outlined in 5.4.1.1.

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.

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. *Just a comma*

7.3.1 Subject to satisfactory service and other provisions of this Agreement, a regular employee will advance one (1) step on the salary schedule on his/her increment date. The increment date is the anniversary of his/her employment provided that:

- a) the increment date for an employee who commenced employment on or before the fifteenth (15th) day of any month shall be the first (1st) day of that month;
- b) the increment date of an employee who commenced employment after the fifteenth (15th) day of any month shall be the first (1st) day of the month following.

For an employee whose increment date has previously been established as July 01, there shall be no change in his/her increment date.

7.6 Instructor's Diploma or Equivalent

Delete apostrophe s

9.5.2 The appropriate Dean/delegate may grant a term employee up to a maximum of five (5) days sick leave prior to his/her having earned same, subject to the advance being deducted from future credit. *Added a comma*

9.6.1.1 An employee who has retained a sick leave bank accrued prior to April 1, 2002, may choose to utilize any or all of that bank after the first thirty (30) days of illness or injury. Instead of drawing STD benefits, those employees with banked sick leave, can use those days and be paid at one hundred percent (100%) of their weekly salary until such time as ~~his/her~~their sick leave bank is depleted, ~~s/he~~ they returns to work, or ~~s/he is~~ they are eligible for long-term disability (LTD) benefits.

10.2 d) An employee shall be advised in advance, both with respect to the employer's intention to conduct a formal evaluation, and the procedure by which it is to be conducted. *deleted a comma*

12.2.1 The College shall reimburse an employee transferred to another campus for actual, eligible moving expenses to a maximum of ten percent (10%) of annual salary. If a regular employee's work is transferred to another campus, and s/he accepts a transfer to that campus, then s/he is entitled to receive moving expenses.

13.1.4 Association Recommendations

Concurrent with the notice referred to in article 13.1.1 and within the thirty (30) calendar day period referred to therein, a College Board member, the College President, and one (1) resource person 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. *deleted a comma*

13.1.9 Retraining

If a regular employee designated for layoff under article 13.1 has completed at least three (3) years of service as a regular employee, he/she may, subject to approval by the President or his/her delegate be eligible for retraining, for a vacant regular faculty position. If applicable, such retraining shall be provided by the College without loss of salary or benefits to the regular full-time employee for a period of up to three (3) months and a regular part-time employee for a period of up to two (2) months. *added a comma*

13.2.1.1

- a) The introduction, because of technological change or development, of equipment, material, or processes different in nature, type, or quantity from that previously utilized. *added a comma*
- b) A technological change, related to the introduction of this equipment, material, or process, in the manner in which the College carries out its educational objectives and operations which significantly affects one or more regular employees. *added a comma*

13.2.2.1

- c) the approximate number, type, and location of regular faculty employees likely to be affected by the technological change; *added a comma*

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 ~~the~~ his/her 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.

17.2

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. *Delete apostrophe*

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.

20.4 A grievance alleging that the suspension or discharge of an employee is unjust must be initiated within twenty-two (22) working days of the written notification to the employee of the suspension or discharge. Such grievance will proceed directly to Step 42 of the grievance procedure.

21.1

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

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~~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~~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~~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.

22.2 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.

22.3 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: *added two commas*

- (a) Freedom in the conduct of teaching; and the performance of duties; *deleted a semi-colon*

23.5 Candidate Selection

- 3.
- Enrolling in a relevant full-time or part-time program of study at an appropriate institution;
 - Professional research or non-directed study.; *changed period to a semi-colon*

23.6 Fund Management

1. Common Agreement Faculty PD funds may be used only at a time mutually agreed upon by the College and the employee.
2. Deadline for submission of applications to the Faculty Development Committee shall be April 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. *Deleted the ordinals*

23.8.2 Scholarly activity includes expanding expertise in one's fields of knowledge, awareness of current scholarship in those fields, involvement in basic research and development, and professional or creative activity.

23.8.4 Nothing in this provision shall be construed as increasing or changing an employee's assigned workload or basis for evaluation. *Added an apostrophe*

24 RESPECTFUL WORKPLACE ENVIRONMENT

The College and the Association are committed to ensuring that all employees enjoy the right to work in a collegial, respectful workplace environment. *Added a space*

24.1.1 Sexual Harassment

Sexual harassment may be physical and/or psychological, and may take the form of any unwanted or unwelcome conduct, comment, gesture, or contact of a sexual nature that is likely to cause offense or humiliation by another employee of the College who knows, or reasonably should be expected to know, that such behavior is unwanted or unwelcome.

Sexual harassment also includes: [lower case 'harassment']



24.1.2 Personal harassment may include repeated, intentional . . . [lower case 'harassment']

24.1.5.2 The parties agree that the provisions of Section 8 of the Human Rights Act, SBC Chapter 22, 1984, apply as though included in, and forming part of, this Agreement.

Signed by the parties at Cranbrook, BC, on the 28 of April,
2015

For the College of the Rockies:

For the Faculty Association:


For the Post-Secondary Employers' Association

APPENDIX B – Proposals

<NOTE: CORFA references proposals put forward by the Union and COTR references proposes put forward by the College>

CORFA Proposal 6

Article 5.10.2 Program Coordinator Release Time

5.10.2 Program Coordinator Release Time

- 5.10.2.1 The amount of release time for Program Coordinators will be determined by the College based on a measure of time appropriate to the responsibilities. Each year the College will provide the Association with a list of Program Coordinators and their release time.

CORFA Proposal 7

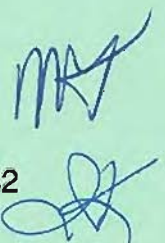
Duty Schedule Article 5.3.1

5.3 Duty Schedule

- 5.3.1 The appropriate supervisor shall, after consultation with the employee involved, determine the employee's schedule of assigned duty, as well as applicable vacation and other leave periods.

The College is committed to a face-to-face consultative process for assigning annual faculty workloads. Consultation meetings are to be scheduled annually between the department head and each program subgroup, normally by May 31 of each year, in preparation for the following academic year, providing a forum for faculty discussion of course offerings, program issues, workload preferences, and other recommendations for consideration by the department head.

Approval of all such schedules is the responsibility of the Dean/delegate. In determining an employee's schedule, consideration will be given to the commitment of the College, the needs of the department(s), the expertise and desire of the individual and, if necessary, seniority. The schedule shall be posted and updated as required.



CORFA Proposal 10

5.5.1 New Article Modes of Instruction

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 and Office Administration.

c. Lab Instruction

Faculty members provide direct supervision to students for hands-on activities in a lab, studio, shop, field activity that allows students to observe, practice, explore, solve problems, and develop mastery in the use of disciplinary tools and techniques. Examples include Welding Shop and Biology Lab.

d. Practice Supervision

Faculty members directly supervise students in an actual work setting to facilitate application of classroom, lab, and simulation-related instruction leading towards development of skills in a real life context. Examples include Nursing practicum and Dental Clinic.

e. Field Experience/Preceptorship

Faculty members indirectly supervise students who are in the field with a workplace supervisor in on-the-job training. The primary role of the faculty member is to communicate with the student and the supervisor regarding the standard of performance for meeting learning outcomes for work competency. Examples include CYFS and Dental work placements.

f. Guided Studies

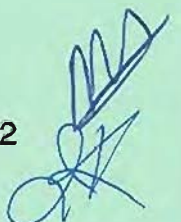
Faculty guide a small number of students through an existing articulated course that would not otherwise be offered by the college.

g. Special Projects

Faculty monitor and provide advice to a student undertaking a proposed and agreed-upon project which further develops and demonstrates an advanced understanding or skill set in a predetermined academic area. Example: Creative Writing 208 and the BBA Capstone courses.

H. Office Instruction

Assigned instruction with individual students in an office setting. Examples include ELP listening/speaking.



CORFA Proposal 11

Article 5.5.1.2 Contact Hours and Modes of Instruction

Article 5.5.1.2 Contact Hours and Instructional Activities: Academic

- 5.5.1.1 ~~A contact hour shall be defined as one (1) clock hour during which an instructor will introduce new material to a class, thus requiring substantial preparation and marking.~~
- 5.5.1.2 ~~One and one-half clock hours for laboratory, practicum(s), clinical practice, studios, workshop(s), and field activity(s) shall be equivalent to one (1) contact hour; and, one clock hour shall be equivalent to one (1) contact hour for seminar(s) assignments.~~

5.5.1.2 Contact Hours for University Transfer/Career Technology Programs

The contact hours for a course are the same regardless of delivery mode.

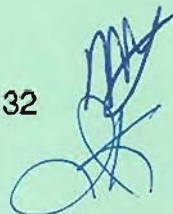
- (a) Classroom Instruction: One (1) clock hour = one (1) contact hour.
- (b) Lab Instruction: One and one-half (1.5) clock hours = one (1) contact hour.
- (c) Practice Supervision: One and one-half (1.5) clock hours = one (1) contact hour.
- (d) Guided Studies: Four and one-half (4.5) contact hours per student per three-credit course and pro-rata.
- (e) Special Projects (including Fine Arts and BBA capstone courses): Four and one-half (4.5) contact hours per student per three-credit course and pro-rata. A total of ten (10) or more students is equivalent to one course.

5.5.1.3 Guided Studies and Special Projects will normally occur as part of an employee's regular duty time, but may be assigned as additional duty. Hours assigned for individual students as Guided Studies and Special Projects are not considered prep hours as defined under Article 5.5.4.

CORFA Proposal 14

Article 5.5.5 Students Per Instructor

- 5.5.5.2 The number of registered students in COTR's English composition courses shall not exceed an average of ~~25~~ (twenty-five) 25 students per section (as determined by the Registrar's data on the official final add/drop dates). Where an instructor teaches two or more sections of COTR's English composition courses per semester, the average shall not exceed ~~25~~ (twenty-five) 25 students (as determined by the Registrar's data on the official final add/drop dates).

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CORFA Proposal 15

Article 5.6.2 Vocational Contact Hours

Article 5.6.2 Contact Hours and Instructional Activities: Vocational

5.6.2 Contact Hours for A Vocational Programs and Courses:

- ~~a) One (1) clock hour in which instruction, requiring substantial preparation and evaluation, is presented to a scheduled class.~~
- ~~b) One (1) clock hour of supervised student playgroup, practicum, work experience, preceptorship, clinical, or field placement.~~
- ~~c) One (1) clock hour of supervised student shop or laboratory instruction, which may include practical, hands on learning that is demonstrated and supervised by instructors.~~
- ~~d) One (1) clock hour of self-paced or directed student instruction where students work on clearly designed learning units, or modules, at an individual pace with monitoring and assistance from instructors~~
- ~~e) One (1) clock hour of assigned instruction with individual students in an office setting.~~
- ~~f) One (1) clock hour of assigned instruction through distributed learning.~~
- ~~g) One (1) clock hour of assigned activity for which release time from contact has been provided.~~

5.6.2 Contact Hours for Vocational Programs

The contact hours for a course are the same regardless of delivery mode.

- (a) Classroom Instruction: One (1) clock hour = one (1) contact hour.**
- (b) Individually Paced Instruction : One (1) clock hour = one (1) contact hour.**
- (c) Lab Instruction: One (1) clock hour = one (1) contact hour.**
- (d) Practice Supervision: One (1) clock hour = one (1) contact hour.**
- (e) Field Experience/Preceptorship: Between three and one-half (3.5) and five (5) contact hours per student per course.**
- (f) Guided Studies: Four and one-half (4.5) contact hours per student per three-credit course and pro-rata.**
- (g) Special Projects: Four and one-half (4.5) contact hours per student per three-credit course and pro-rata. A total of ten (10) or more students is equivalent to one course.**
- (h) Office Instruction: One (1) clock hour = one (1) contact hour.**
- (i) Other assigned activity for which release time from contact has been provided: One (1) clock hour = one (1) contact hour.**

CORFA Proposal 17

Article 5.6.6

~~5.6.6 — Upon consultation by the employee with his/her supervisor, and consistent with the duties and responsibilities as per Article 5.1, assigned instruction for vocational program instructors shall not exceed nine hundred and eighty (980) contact hours per duty year.~~

~~5.6.7~~ **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 shall bring the matter to the attention of the appropriate Campus Manager or Dean of Instruction in order to determine a feasible solution.

CORFA Proposal 18

Article 5.2.2.1

<Amended to include agreement to delete LOU Interpretation of Article 5.2.2.1 of the Local Faculty Agreement vis-à-vis Article 6.4 of the same Agreement>

5.2.2.1 For a Regular Part-Time employee, there shall normally be an average of (averaged over the duty year), a minimum of seventeen and one-half (17-1/2) duty hours but no more than thirty-five (35) duty hours per week.

Upon mutual agreement, the Regular part-time employee may be assigned to work over one hundred percent (100%) if:

(i) the workload average over the entire duty year is less than or equal to one hundred percent (100%); and

(ii) the available work cannot reasonably be split to give the employee exactly one hundred percent (100%) without a detrimental effect on students.

There is no onus on the College to amend course or program schedules to facilitate the request of a Regular Part-time Instructor for additional work.

CORFA Proposal 19

Article 6.1 Selection and Appointment - COUNTER

6.1.2.1 All vacant ~~regular and term~~ positions relevant to this Agreement will be posted online and on notice boards designated for that purpose, within the College and may be advertised outside of the College. A position will be defined as vacant when no bargaining unit member has a right of first refusal to the work.

...

6.1.3.1 A Search Committee shall be struck for all regular, ~~and 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 ~~and for those auxiliary vacancies meeting the following criteria:~~

- ~~a) The position is to teach in a College credit course as designated in the Program Profile, or,~~
- ~~b) The position is to teach in a course or program where the College is accredited by external agencies/ministries to teach, or,~~
- ~~c) The position is not meeting a short term replacement need to a maximum of ten (10) consecutive days in a thirty (30) day period, or, fifteen (15) non consecutive days in a thirty (30) day period.~~

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 short listing, preparing interview questions, interviewing, and the hiring recommendation. The Search Committee will make its recommendations to the Dean. The final hiring decision shall be made by the Dean.

CORFA Proposal 20

Article 6.4 Right of First Refusal - COUNTER

6.4 Article 6.4 Right of First Refusal/Conversion to Regular Full-Time

6.4 The right of first refusal is the right to be offered available work. This right is applicable to regular part-time and non-regular employees. The employee may accept or decline the additional work. An employee is considered to have a right of first refusal to an additional work assignment at the same campus location if:

- (a) the assignment repeats work for which the employee was previously hired through a posting under Article 6 (i.e., the same course or collection of courses in a program area);
OR
- (b) the Dean has determined that an employee is qualified for one or more courses in a program area based on a review of qualifications. That employee will then have a right of first refusal to that course or courses.

Work performed as an emergency hire does not create a right of first refusal.

Article 6.4.1

A Regular Part-time employee shall have the initial right of first refusal for additional work assignments ~~as per Article 6.4. 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 campus where the Regular Part-Time employee normally fulfills his/her work commitment(s).~~ The temporary workload increase shall not exceed (100%) one hundred percent of equivalent full-time duty as per Article 5.2. 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.

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

Article 6.4.2

- (a) A Non-Regular employee who has been selected for appointment per Article 6 shall have the right of first refusal for additional Auxiliary work assignments as per Article 6.4. ~~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 Non-Regular employee is fulfilling his/her current work commitment(s).~~ The temporary workload increase shall not exceed (100%) one hundred percent of equivalent

full-time duty as per Article 5.2.

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

- (b) A Non-Regular employee who has been selected for appointment per Article 6 and who has worked at least (60%) of an annualized workload (or 50% of an annualized workload if hired to replace a Regular employee per Article 2.2.4) shall have the right of first refusal for additional Term work assignments as per Article 6.4, provided s/he is qualified to fulfill the responsibilities of the additional work assignment(s), and the additional work assignment(s) available at the same location where the Non-Regular employee is fulfilling his/her current work commitment(s). The temporary workload increase shall not exceed (100%) one hundred percent of equivalent full-time duty as per Article 5.2.

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

6.4.2.2 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. The employer will create and maintain a database of employee rights of first refusal as determined by Article 6.4.

6.4.2.3 ~~By July 15 each year, the College will post, on the Intranet, a list of Regular Part time, Regular Sessional and Non-Regular employees for use in establishing the right of first refusal for additional work at a campus. Representatives of the parties will meet prior to the updating of the list in 2007 and annually thereafter to establish and/or modify "functional areas", to determine if any changes are required to the format of the information, and to determine what, if any, effect College campus or collective agreement language changes may have on the right of first refusal of members.~~

6.4.2.4 ~~By September 1, 2001, the College will post, on the Intranet, the call in procedure for Auxiliary work assignments.~~

CORFA Proposal 23

Eligibility for Benefits - Article 9.1.2

9.1.2 Term Employees

9.1.2.1 A term employee is entitled to all employee benefits under Article 9 unless otherwise specified.

9.1.2.2 A term employee, as per Article 2.2.4, will have the option to participate in the Group Health and Dental Benefits Plan; in which case, the premiums will be pro-rated.

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CORFA Proposal 25

Article 13.1 Employee Layoff and Recall

The Association proposes to maintain Article 13.1 as it currently exists and to add the following **NEW LOU** to the Agreement

LOU: Joint Committee on Employee Layoff and Recall

- 1. The parties agree to establish a Joint Committee on Employee Layoff and Recall**
- 2. The committee shall consist of three representatives appointed by the College and three representatives appointed by the Faculty Association.**
- 3. The committee's mandate shall be to:**
 - a) review the current layoff and recall language of the Collective Agreement.**
 - b) develop recommendations for making the layoff and recall process more efficient for both employees and the College**
- 4. The Committee shall commence in January 2016 and meet regularly until work is completed, but no later than March 31, 2017. This deadline may be extended by mutual agreement.**
- 5. The Committee may make recommendations to the College and the Association The findings of the committee will be submitted to the parties' respective principals for review and will be subject to the sectors ratification process. For the College the principals include the Board of Directors and the PSEA Board of Directors.**

CORFA Proposal 27

Letters of Understanding

- *Evaluation and Performance Review - Renew*
- *Post Retirement Faculty - Renew*
- *Local Government Management - Renew*
- *Global Studies Graduate Certificate Program - Renew*

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CORFA Proposal 28

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

The Employer will provide a list to the Union annually by December 15 that consists of the name, status, length of instructional session, effective date and program.

<u>Name</u>	<u>Status</u>	<u>Length of Instructional</u>	<u>Effective Date</u>	<u>Program</u>
Gex-Collet,	Regular	26 weeks	August,	Timber-Framing
White, John	Regular Sessional	30 weeks	August, 2009	Automotive Service Technician
Knudsgaard,	Regular	24-30	August,	Carpentry/Joinery
Czar, Rick	Regular Sessional	24-30 weeks	August, 2010	Planermill Maintenance Industrial

George,	Regular	27-28	August,	Plumbing
Higgins, Kevin	Regular Sessional, Part-	30 weeks	August, 2010	Adult Basic Education

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 as per Article 6.4. ~~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 will then become adjusted/pro-rated 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)

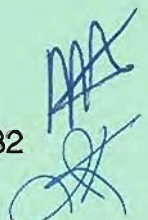
A Regular Sessional or Regular Sessional Part-time employee is eligible for participation in the Common Disability Plan of the Common Agreement, including salary continuance (Sick Leave), STD and LTD.

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.



CORFA Proposal 29

Letters of Understanding

- *University Studies and Career Technical Preparation Hours per Week - Renew*
- *Interpretation of Article 5.2.2.1 - Delete*
(subject to agreement of employer counter of 5.2.2.1)

CORFA Proposal 32

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.

COTR Proposal 2

Article 13.1.5 Reduction Sequence (Employee Functional Areas)

~~"E-Learning Specialist"~~ to be renamed to "Instructional Designer".
~~"Human Kinetics"~~ to be renamed to "Kinesiology".

COTR Proposal 4

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. If that is not practical, the faculty member will be able to bank the overload for release time within a three (3) year period.

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

COTR Proposal 5

Article 6.1.2.3 Emergency Hire Situation

Article 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)~~ twenty-one (21) days, and there is no other employee with a right of first refusal to the work.

CORFA Proposals 7 & 18

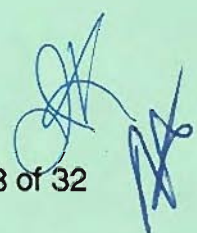
Joint Committee on Employee Evaluation and Performance Review. (NEW)

- 1. The parties agree to establish a Joint Committee on Employee Evaluation and Performance Review.**
- 2. The committee shall consist of three representatives appointed by the College and Three representatives appointed by the Faculty Association.**
- 3. The committee's mandate shall be to:**
 - a) review the current employee evaluation procedures at College of The Rockies**
 - b) study evaluation processes used at other colleges in the province**
 - c) develop recommendations for improving the employee evaluation process at the College.**
- 4. The Committee shall complete its work by June 30, 2017.**
- 5. The Committee may make recommendations to the College and the Association The findings of the committee will be submitted to the parties' respective principals for review and will be subject to the sectors ratification process. For the College the principals include the Board of Directors and the PSEA Board of Directors.**

COTR Proposal 13

Letter of Understanding re: Distributed Learning

The employer proposes to **renew** this LOU.

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COTR Proposal 27

Letter of Understanding: Special Projects – housekeeping / renew

Faculty assigned to special projects instruction will be assigned to four and one half (4.5) contact hours per student in an individual 3 credit course, pro-rata.

The contact hours are not distinctly different lecture form contact hours and are not considered prep hours as defined under Article ~~5.6.4~~ 5.5.4.

COTR Proposal 28

Letter of Understanding: Workload for BBA Capstone Courses

The employer renew this LOU with the following amendment:

Capstone courses are designed for students to research, develop, implement and evaluate a sustainability project. The Courses are sequential and it is anticipated that one faculty member will guide a student through all three capstone courses as one project. The courses have a mix of credits (MGMT 470 has 4 credits, MGMT 480 has 3 credits, and MGMT 490 has 2 credits) with a total of 9 credits. Students are expected to complete MGMT 470 within ~~6~~ 4 months, MGMT 480 within ~~6~~ 4 months and MGMT 490 within ~~4~~ 2 months for a total of ~~16~~ 10 months from start to finish. It is anticipated that most students will complete the sequence of 3 courses within an academic year. The courses will be uniquely defined by individual student projects and are predominantly student directed.

...

COTR Proposal 17

Letter of Understanding re: Second Functional Areas

The employer proposes to **renew** this LOU.




APPENDIX C



20150205 FTT - Final
Signed Template.pdf

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B 702

2014 – FPSE TEMPLATE TABLE ("FTT")

between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")
representing those employer-members participating in the 2014 FTT

("the Employers")

and

FEDERATION OF POST-SECONDARY EDUCATORS OF BC ("FPSE")
representing those of its local unions participating (and whose employers are participating) in the 2014
FTT

(FPSE locals referred to as "the Unions")

The parties listed in Schedule "1" have agreed that the following items will form part of the Memorandum of Agreement between them for the 2014 FPSE Common Agreement. The parties listed in Schedule "1" agree to recommend this Memorandum of Agreement together with the applicable local 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.

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

All of the terms of the 2012-2014 FPSE Faculty Common Agreement continue except as specifically varied below.

1. Article 2- Harassment

Effective the date of ratification, the Employer and the Union agree to amend Article 2.3.5(c) 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 determined by the Investigator to preserve confidentiality.
- (c) The **complete** 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 **respondent** ~~alleged harasser~~. The employer will state, in a covering letter, that the

report is confidential. The report should refer to individuals involved by code 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. **Upon consultation with the union, the employer may redact information from the forwarded report if the release of that information would violate the personal privacy of individuals.**

- (d) The report will not be introduced as evidence or have standing in any arbitration, or other legal procedure. This does not preclude the parties from reaching an Agreed Statement of Fact based upon facts in the report in preparation for an arbitral proceeding.

- (e) Reliance on Report of Third Party Investigator

Despite 2.3.3 (d), an institution is entitled to rely on the fact of mediation or the report of a third party investigator as evidence that may mitigate liability in a proceeding that follows receipt of the third party investigator's report.

The employer is entitled to rely on the investigator's report as evidence that it acted in good faith in any disciplinary action that it undertook following receipt of the third party investigator's report where the issue of good faith is raised by a grievor or the union.

- (f) The investigator will not be compellable as a witness in any arbitration or other legal procedure which may result from the investigation.
- (g) The investigator will conclude her/his work within twenty (20) days of appointment and will render a report within a further ten (10) days. These timelines may be extended if deemed appropriate by the local parties. If a dispute arises with respect to the extension, the matter will be referred to JADRC. If requested by the investigator, the employer will provide meeting space and contact information about persons to be interviewed.
- (h) The investigator may, as part of her/his report, make recommendations for resolution of the complaint.
- (i) The investigator's report will not be placed on an employee's file."

2. Article 3 - Employer / Union Relations

(a) Effective the date of ratification, the Employer and the Union agree to amend Article 3.2.3(d) as follows:

"3.2.3 Purpose

The purpose of JADRC is to:

- (a) Assist in the administration of collective agreements.
- (b) Provide a forum for dialogue between the Parties respecting issues impacting labour relations.
- (c) Provide a means for resolving issues pertaining to the implementation, interpretation and resolution of matters arising from the Common Agreement.
- (d) Appoint ~~an umpire(s) or arbitrator(s)~~ as applicable for:
 - (i) ~~Jurisdictional Disputes Resolving process~~
 - (ii) ~~Suspension and Discharge Grievance Resolution~~
 - (iii) Common Agreement Dispute Resolution
- (e) Develop strategies to reduce arbitration and related costs."

(b) Effective the date of ratification, the Employer and the Union agree to delete Article 3.2.6 as follows:

~~"3.2.6 Suspension and Discharge Grievance Resolution~~

~~Where a grievance is filed concerning the suspension or discharge of an employee, and after the local grievance procedure has been exhausted or deemed completed by agreement of the local parties, either party may refer the grievance to JADRC. JADRC's designated registrar will refer the grievance to an arbitrator within thirty (30) calendar days of the registrar's receipt of the grievance. (See Appendix D for the list of arbitrators.) It is understood that the actual number of hearing days will not exceed three (3) days unless otherwise agreed by the local parties or as directed by the arbitrator.~~

~~Process, timelines and costs will be in accordance with Article 3.2.5."~~

(c) Effective the date of ratification, the Employer and the Union agree to delete Article 3.3 as follows:

~~"3.3 Jurisdictional Dispute Resolving Process~~

~~1.1.2 Preamble~~

~~The purpose of this Article is to outline a jurisdictional dispute resolution process which is equitable, expeditious and reflects the desire of the Parties to promote effective working relationships.~~

The Parties agree that the following process will be used in the event of a dispute respecting the appropriateness of a bargaining unit placement where the institution introduces a new position or significantly revises an existing position.

~~1.1.3 Process~~

- ~~(a) — When requested, the institution will provide a bargaining unit position or job description to the union(s) certified at the institution. The union may request such things as a draft job posting, job description, course outline, organizational chart, and other relevant information. The institution will make every reasonable effort to respond to the request within seven (7) days of receipt of the request, but not later than thirty-one (31) days of receipt of the request.~~
- ~~(b) — For a new position or when a significant change has occurred, a local party may request a meeting pursuant to Article 3.3.2(c) below, to resolve any dispute which may arise concerning the appropriateness of bargaining unit placement.~~
- ~~(c) — When requested, the local parties will meet within twenty-one (21) calendar days. Every effort will be made to reach agreement on the appropriate bargaining unit placement.~~
- ~~(d) — When there remains a dispute a local party may refer the matter within thirty (30) calendar days to a Jurisdictional Assignment Umpire it selects from a list of Umpires appointed by the JADRC.~~
- ~~(e) — The referral will include a brief outline of the particulars of the dispute, a summary of the party's position on the matter and copies of documents upon which the party intends to rely. A copy of the referral and documents will be sent to each union certified and the institution.~~
- ~~(f) — The Umpire will convene a hearing within twenty one (21) days of receipt of the initial referral.~~
- ~~(g) — The Umpire will direct an exchange of particulars and documents upon which the parties intend to rely no later than seven (7) days prior to a hearing of the matter.~~
- ~~(h) — The hearing will be expedited in all respects and conducted on an informal basis.~~
- ~~(i) — The expenses and fees of the Umpire will be borne equally among the parties involved in the dispute.~~
- ~~(j) — In determining the appropriateness of bargaining unit placement, the Umpire shall consider:
 - ~~(i) — job elements;~~
 - ~~(ii) — past practice;~~
 - ~~(iii) — impact on industrial relations;~~
 - ~~(iv) — community of interest;~~~~

- ~~(v) — employee preference, fairness and equity;~~
- ~~(vi) — certification definition(s);~~
- ~~(vii) — and such other factors as deemed appropriate by the Umpire.~~
- ~~(k) — The Umpire will render a decision within twenty one (21) days after the conclusion of the hearing.~~
- ~~(l) — The parties will accept the decision as final and binding on each of them."~~

Subsequent provisions will be re-numbered accordingly and the parties will review the agreement to correct any cross references as a result of the deletions.

(d) Effective the date of ratification, the Employer and the Union agree to amend Article 13.3 as follows:

"The following Articles are not subject to Article 13.1 above:

- Article 2 - Harassment
- Article 3.1 - Human Resource Database
- Article 3.2.1 – 3.2.5 - Joint Administration and Dispute Resolution Committee
- ~~Article 3.3 – Jurisdiction Dispute Resolution Process~~
- Article 4 - Prior Learning Assessment
- Article 6.1.7 – Referral to JADRC
- Article 6.2 - Program Transfers and Mergers
- Article 6.3 - Registry of Laid Off Employees
- Article 6.4 - Targeted Labour Adjustment
- Article 6.6 – Educational Technology/ Distributed Learning
- Article 7.8 - Compassionate Care Leave
- Article 9.1 - Joint Committee on Benefits Administration
- Article 9.3 - Disability Benefits
- Article 12.1 and Appendix A - Provincial Salary Scale
- Article 12.2 - Secondary Scale Adjustment
- Article 13 – Letter of Understanding – Expedited Arbitration"

3. Article 8 – Parental Leave

Effective the date of ratification, the Employer and the Union agree to delete Article 8.5.3 as follows:

~~"8.5.3 If an employee is disentitled or disqualified from Employment Insurance maternity or parental benefits, the employee shall receive the supplemental payment to the appropriate percentage less the amount of Employment Insurance benefits the employee would have received if qualified for Employment Insurance benefits."~~

4. Article 9 – Health and Welfare Benefits

(a) Effective the date of ratification, the Employer and the Union agree to delete Article 9.1.3 as follows:

~~"9.1.3 Savings~~

~~All savings realized through the process of the Joint Committee on Benefits will be used to improve benefits, including disability benefits, either through actions taken by the Committee or the formal bargaining process between the Parties."~~

Subsequent provisions will be re-numbered accordingly and the parties will review the agreement to correct any cross references as a result of the deletions.

(b) While not to be included in the Common Agreement, effective the first of January following the date of ratification, the Parties agree that Extended Health Benefits plans will be amended such that the per calendar year individual and family deductibles will be increased by twenty-five (\$25).

(c) The Employers agree to amend the Extended Health Benefits plans as follows:

- (i) Effective January 1, 2017, vision care coverage shall be increased to \$500 every two (2) years.
- (ii) While not to be included in the Common Agreement, effective January 1, 2016, the reimbursement for professional services will be amended from \$10 per visit maximum for the first twelve (12) visits per calendar year to \$10 per visit maximum for the first five (5) visits per calendar year, where applicable and subject to the terms of each applicable Extended Health Benefits plans.
- (iii) Effective January 1, 2017, hearing aid coverage shall be increased to \$1000 every three (3) years.
- (iv) While not to be included in the Common Agreement, effective January 1, 2017, upon physician referral and subject to the terms of each applicable Extended Health Benefits plan, charges for a provincially licensed Substance Abuse Rehabilitation Facility, when not covered by a provincial medical plan, will be reimbursed to a lifetime maximum of \$25,000 per eligible insured.

(d) While not to be included in the Common Agreement, effective the first of the month following the date of ratification, the Employers agree that the existing short term disability benefits (STD) cut-off date will be amended to be the date upon which the employee reaches age seventy (70), or the date upon which the employee's employment terminates, whichever first occurs. All existing administrative and eligibility requirements remain unchanged.

The Unions agree that the STD benefits beyond age 65 component of all current grievances, with regard to the continuation of STD benefits beyond age 65 shall be withdrawn on a without prejudice basis; however, this is without prejudice to the positions of the Parties regarding the long term disability benefits and other components of current grievances. No new grievances on the STD issue will be advanced by any Union listed in Schedule "1" to this agreement.

5. Article 12 – Salaries

Effective the date of ratification, the Employers and the Union agree to amend Article 12 as follows:

(a) **"12.1 Provincial Salary Scale**

The Provincial Salary Scale is attached as Appendix A.

- (a) Effective the first day of the first full pay period after April 01, 2015 or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later), all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2015 shall be increased by one percent (1%). The Parties agree that retroactive adjustment will apply in the case of a tentative settlement on or before September 1, 2015. After that date there will be no retroactive adjustment.
- (b) Effective the first day of the first full pay period after February 01, 2016, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2016 shall be increased by the Economic Stability Dividend*.
- (c) Effective the first day of the first full pay period after April 01, 2016, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2016 shall be increased by one-half of one percent (0.5%).
- (d) Effective the first day of the first full pay period after February 01, 2017, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2017 shall be increased by one percent (1%) plus the Economic Stability Dividend*.
- (e) Effective the first day of the first full pay period after April 01, 2017, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2017 shall be increased by one-half of one percent (0.5%).
- (f) Effective the first day of the first full pay period after February 01, 2018, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2018 shall be increased by one percent (1%) plus the Economic Stability Dividend*.
- (g) Effective the first day of the first full pay period after April 01, 2018, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2018 shall be increased by one-half of one percent (0.5%).
- (h) Effective the first day of the first full pay period after February 01, 2019, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2019 shall be increased by one percent (1%) plus the Economic Stability Dividend*.

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

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

The general wage increases listed above are reflected in the revised Provincial Salary Scale which is referenced in Item #7 – Appendix “A”, of this Memorandum of Agreement.

(b) “12.2 Secondary Scale Adjustment

12.2.1 All steps on secondary scales will be increased as follows:

- (a) Effective the first day of the first full pay period after April 01, 2015 or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later): one percent (1%). The Parties agree that retroactive adjustment will apply in the case of a tentative settlement on or before September 1, 2015. After that date there will be no retroactive adjustment.
- (b) Effective the first day of the first full pay period after February 01, 2016: Economic Stability Dividend*
- (c) Effective the first day of the first full pay period after April 01, 2016: one-half of one percent (0.5%)
- (d) Effective the first day of the first full pay period after February 01, 2017: one percent (1%) plus Economic Stability Dividend*
- (e) Effective the first day of the first full pay period after April 01, 2017: one-half of one percent (0.5%)
- (f) Effective the first day of the first full pay period after February 01, 2018: one percent (1%) plus Economic Stability Dividend*
- (g) Effective the first day of the first full pay period after April 01, 2018: one-half of one percent (0.5%)
- (h) Effective the first day of the first full pay period after February 01, 2019: one percent (1%) plus Economic Stability Dividend*

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

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

12.2.2 Despite Article 12.2.1, above, local parties may elect to revise secondary scales to the extent possible within a weighted average of the salary increases specified in Article 12.2.1.”

(c) “12.6 Faculty Administrative Stipends

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

- (a) Effective the first day of the first full pay period after April 01, 2015 or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later): one percent (1%). The Parties agree that retroactive adjustment will apply in the case of a tentative settlement on or before September 1, 2015. After that date there will be no retroactive adjustment.
- (b) Effective the first day of the first full pay period after February 01, 2016: Economic Stability Dividend*
- (c) Effective the first day of the first full pay period after April 01, 2016: one-half of one percent (0.5%)
- (d) Effective the first day of the first full pay period after February 01, 2017: one percent (1%) plus Economic Stability Dividend*
- (e) Effective the first day of the first full pay period after April 01, 2017: one-half of one percent (0.5%)
- (f) Effective the first day of the first full pay period after February 01, 2018: one percent (1%) plus Economic Stability Dividend*
- (g) Effective the first day of the first full pay period after April 01, 2018: one-half of one percent (0.5%)
- (h) Effective the first day of the first full pay period after February 01, 2019: one percent (1%) plus Economic Stability Dividend*

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

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

6. Article 17 – Term

Effective the date of ratification, the Employer and the Union agree to amend Article 17 as follows:

"This Agreement shall be in effect from April 1, ~~2012~~2014 to March 31, ~~2014~~2019, and shall continue in force until the renewal of this Agreement."

7. Appendix A

APPENDIX A PROVINCIAL SALARY SCALE

TEP	01-Apr-14 to 31-Mar-15	01-Apr-15 ¹ to 31-Jan-16	01-Feb-16 ^{1,2,3} to 31-Mar-16	01-Apr-16 ^{1,3} to 31-Jan-17	01-Feb-17 ^{1,2,3} to 31-Mar-17	01-Apr-17 ^{1,3} to 31-Jan-18	01-Feb-18 ^{1,2,3} to 31-Mar-18	01-Apr-18 ^{1,3} to 31-Jan-19	01-Feb-19 ^{1,2,3} to 31-Mar-19
1	\$86,611	\$87,477	TBD ³	\$87,914	\$88,793	\$89,237	\$90,129	\$90,580	\$91,486
2	\$81,136	\$81,947	TBD	\$82,357	\$83,181	\$83,597	\$84,433	\$84,855	\$85,704
3	\$75,577	\$76,333	TBD	\$76,715	\$77,482	\$77,869	\$78,648	\$79,041	\$79,831
4	\$72,485	\$73,210	TBD	\$73,576	\$74,312	\$74,684	\$75,431	\$75,808	\$76,566
5	\$69,829	\$70,527	TBD	\$70,880	\$71,589	\$71,947	\$72,666	\$73,029	\$73,759
6	\$67,175	\$67,847	TBD	\$68,186	\$68,868	\$69,212	\$69,904	\$70,254	\$70,957
7	\$64,519	\$65,164	TBD	\$65,490	\$66,145	\$66,476	\$67,141	\$67,477	\$68,152
8	\$61,864	\$62,483	TBD	\$62,795	\$63,423	\$63,740	\$64,377	\$64,699	\$65,346
9	\$59,209	\$59,801	TBD	\$60,100	\$60,701	\$61,005	\$61,615	\$61,923	\$62,542
10	\$56,554	\$57,120	TBD	\$57,406	\$57,980	\$58,270	\$58,853	\$59,147	\$59,738
11	\$53,900	\$54,439	TBD	\$54,711	\$55,258	\$55,534	\$56,089	\$56,369	\$56,933

¹The first day of the first full pay period after this date. For April 1, 2015, the first day of the first full pay period after this date or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later). The Parties agree that retroactive adjustment will apply in the case of a tentative settlement on or before September 1, 2015. After that date there will be no retroactive adjustment.

²See below for Appendix A - Memorandum of Understanding on the Economic Stability Dividend (ESD). Annual wage rate may be adjusted depending on the ESD.

³ Annual wage rates to be determined depending on the ESD.

MEMORANDUM OF UNDERSTANDING (NEW)

Re ECONOMIC STABILITY DIVIDEND (ESD)

Definitions

1. In this Letter of Agreement:

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

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

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

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

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

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

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

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

The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.

3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.

4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

Annual Calculation and publication of the Economic Stability Dividend

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.

6. The timing in each calendar year will be as follows:

- (i) February Budget – Forecast GDP for the upcoming calendar year;
- (ii) November of the following calendar year – Real GDP published for the previous calendar year;
- (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
- (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend.

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

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

Availability of the Economic Stability Dividend

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

Allowable Method of Payment of the Economic Stability Dividend

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

8. Appendix B

Effective the date of ratification, the Employer and Union agree to amend Appendix B as follows:

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

Rebecca Frame
Irene Holden
~~Deborah Lovett~~ Betty Baxter
Ana Mohammed
~~John Sanderson~~ Louise Pohl

9. Appendix D

Effective the date of ratification, the Employer and Union agree to amend Appendix D as follows:

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

~~Bob Blasina~~ Irene Holden
Joan Gordan Gordon
Judi Korbin
Chris Sullivan
Colin Taylor

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

10. Letters of Understanding

(a) Effective the date of ratification, the Employer and the Union agree to delete the following Letters of Understanding:

- i. Letter of Understanding #1 – JADRC Operational Review
- ii. Letter of Understanding #2 – Employee Security and Regularization
- iii. Letter of Understanding #3 – Partial Sick Leave and Partial Disability Benefits
- iv. Letter of Understanding #4 – Respectful Working Environment
- v. Letter of Understanding #6 – 2001 Local Negotiations
- vi. Letter of Understanding #7 – Salary Stipend

(b) Effective the date of ratification, the Employer and the Union agree to renew Letter of Understanding #5 – Variant Applications of Common Agreement Provisions to the NVIT Parties.

- (c) Effective the date of ratification, the Employer and the Union agree to amend Letter of Understanding #8 as follows:

LETTER OF UNDERSTANDING 8

HARASSMENT INVESTIGATORS

Re: Harassment Investigators

The parties will form a committee consisting of not more than three (3) members appointed by FPSE, and an equal number of management appointments to discuss the skills and abilities required of harassment investigators. Specifically the committee will discuss the training and/or experience required for individuals to be added to the list of investigators in Appendix B of the Common Agreement.

Where the parties mutually agree, individuals completing the approved training program will be added to the list of investigators. These individuals will be the first called for investigations in accordance with their areas of expertise, knowledge, and experience.

The Committee shall ~~begin meeting by May 1, 2013 and~~ complete their duties by ~~December 31 June 30, 2013~~ **2015**.

The committee will make recommendations to their principals. Any recommendations to be adopted by the parties are subject to ratification by the parties' principals.

MB
BB

- (d) Effective the date of ratification, the Employer and the Union agree to amend Letter of Understanding #9 as follows:

LETTER OF UNDERSTANDING 9

EXPEDITED ARBITRATION

Re: Expedited Arbitration

Effective the date of ratification, the parties agree that the following expedited arbitration process will be used for the resolution of grievances:

1. Expedited Arbitrations

Where a difference arises at an institution relating to the interpretation, application or administration of a local agreement, including where an allegation is made that a term or condition of a local agreement has been violated, either of the local parties may, after exhausting the steps of the grievance procedure under the local agreement, notify the other local party within ten (10) calendar days of receipt of the last grievance step reply, of its desire to arbitrate and to submit the difference or allegation to expedited arbitration before a single arbitrator.

2. Issues for Expedited Arbitration

- (a) All grievances except those relating to the following shall be resolved by expedited arbitration:
- i. Dismissals;
 - ii. Suspensions in excess of five (5) working days;
 - iii. Policy grievances;
 - iv. Grievances requiring substantial interpretation of a provision of the collective agreement;
 - v. Grievances requiring the presentation of extrinsic evidence;
 - vi. Grievances where a local party intends to raise a preliminary objection;
 - vii. Grievances arising from the duty to accommodate; and
 - viii. Grievances arising from the interpretation, application and administration of the Common Agreement, including but not limited to, the application of Article 13.1 of the Common Agreement.
- (b) Those grievances not suitable for resolution at expedited arbitration, as listed under section 2 (a) above, may be referred to arbitration under the provisions of the local agreement.
- (c) By mutual agreement, a grievance falling into any of the categories as listed under section 2 (a) above, may be placed into the expedited arbitration process.



3. Expedited Arbitrators

The following arbitrators shall be selected on the basis of the person who is available to hear the grievance within ~~thirty (30) ten (10)~~ calendar days of appointment, on a rotating basis. It is understood that the same arbitrator will not be selected to hear consecutive grievances except by mutual agreement by the parties.

- Kate Young
- Colin Taylor
- John Hall
- Mark Brown
- Marguerite Jackson
- Joan Gordon

If none of the listed arbitrators is available to hear the grievance within ~~thirty (30) ten (10)~~ calendar days, the local parties shall agree to another arbitrator within thirty (30) calendar days. ~~who is available within ten (10) days of appointment.~~

4. Process

As the process is intended to be expedited, lawyers shall not be retained to represent either local party. This does not preclude either local party from using staff who may be lawyers.

5. Agreed Statement of Facts

The local parties shall develop an agreed statement of facts and shall exchange reliance documents prior to the hearing. Disclosure of relevant or potentially relevant documents is a mutual and ongoing obligation before and during the particular hearing.

6. Written Submission

By mutual agreement, written submissions may be used in place of a hearing. Submissions shall be in standard format and will not be more than ten (10) pages long.

7. Procedure

All presentations shall be short and concise and are to include a comprehensive opening statement. The local parties shall make limited use of authorities during their presentations.

8. Mediation

- a) Prior to rendering a decision, the arbitrator may assist the local parties in mediating a resolution to the grievance.
- b) Where mediation fails or is not appropriate in the opinion of the arbitrator, a decision shall be rendered as contemplated herein.

9. Issuance of Decision

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

10. Status of the Decision

- a) All decisions, including mediated settlements, under this expedited arbitration process are limited in application to the particular dispute and are without prejudice. The decisions shall have no precedential value and shall not be referred to in any subsequent proceeding. The expedited arbitrators shall include statements to this effect at the beginning of their decision.
- b) All settlements of proposed expedited arbitration cases made prior to an expedited hearing are also without prejudice and have no precedential value.
- c) The decision or award, including mediated settlements, is final, binding, and conclusive. It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
- d) Should the local parties disagree as to the meaning of the decision or award, including mediated settlements, either party may request that the arbitrator clarify the decision.

11. Costs

- a) The local parties shall equally share in the costs of the fees and expenses of the expedited arbitrator.
- b) Hearings shall be conducted at the institution or at the offices of the local union where possible to minimize costs.

12. Authority of Arbitrator

The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions under the *Labour Relations Code*.

- (e) Effective the date of ratification, the Employer and the Union a new Letter of Understanding as follows:

LETTER OF UNDERSTANDING ____ (NEW)

REVIEW OF COLLECTIVE AGREEMENTS

Re: Review of Collective Agreements

1. The Employers and the Union agree to establish a Joint Review Committee [the "Committee"]. The terms of reference for the Committee include the following:
 - Examine the potential to develop a standardized agreement by reviewing local collective agreements of parties to this Common Agreement; and
 - Report the committee's findings back to the parties' respective principals.
2. The Committee shall be made up of one representative from each participating Employer and one representative from each participating Union. The Committee shall also include up to two (2) representatives from PSEA and up to two (2) representatives from FPSE.
3. The findings of the Committee will be submitted to the parties' respective principals for review. For the Employer, the principals include the respective institution Board of Directors and the Post-Secondary Employers' Association Board of Directors.
4. Leaves of absence and compensation for attendance at meetings by union representatives on the Committee shall be governed by the provisions of the applicable local collective agreement.
5. Both employers and unions will bear the cost of their respective representatives' attendance including travel.
6. The Committee will begin its work after ratification of the last participating Employer and Union, and conclude its work no later than January 1, 2018 at which time this Letter of Understanding will expire.



- (f) Effective the date of ratification, the Employer and the Union a new Letter of Understanding as follows:

LETTER OF UNDERSTANDING ____ (NEW)

WORKING COMMITTEE ON SECONDARY SCALES

The Employer and the Union agree to participate in a joint committee [the "Committee"] with a mandate to:

- a) Discuss and better understand the types of work performed by faculty employees on Secondary Scales.
- b) Come to a mutual understanding about:
 - o what types of work and which employees may require salary adjustment;
 - o what the transition would entail; and
 - o what the cost would be.
- c) Develop recommendations based on those understandings.

Definition:

"Secondary Scales" is defined as faculty compensation schedules, either limited by caps and bars, or reduction formulas, or schedules outside of the Provincial Salary Scale (including any modification) for work normally done by faculty bargaining unit members, as defined in the local collective agreement. "Secondary Scales" are distinct from "other salary scales," which are compensation schedules for work or employment classifications within the bargaining unit that are not captured by the definition of Secondary Scales, i.e. not faculty.

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

The Parties will report to their respective principals throughout the process. Recommendations from the work of the Committee will go to each party's respective principals (Institution Board and PSEA Board in the case of the Employer, and Presidents' Council in the case of FPSE).

The work of the Committee will conclude by January 1, 2018, and any recommendations from the Committee may be brought forward by either party in the next round of collective bargaining.

This LOU shall not preclude the local parties from negotiating improvements for faculty employees on Secondary Scales in the current round of local bargaining, provided that the proposals at the local tables are distinct from issues related to Secondary Scales, which are to be discussed at the Committee established by this LOU.

LRD
AB

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 discuss process issues that may be slowing down the payment of weekly indemnity benefits under the Faculty Common Disability Plan.

The JCBA will conclude its work on these matters no later than December 31, 2015. 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 Employer and the Union agree to the following housekeeping amendments:

- (a) Amend the Table of Contents by Capitalizing the entire heading of Article 16 to "COMMON FACULTY PROFESSIONAL DEVELOPMENT FUND."
- (b) Number each of the definitions on the "Definitions" page;
- (c) "Agreement" or "Common Agreement" means this Common Agreement reached between the employers and the unions as defined in the ~~Protocol Agreement dated January 29, 2013~~ "Parties" or "Common Parties definition."
- (d) "Joint Administration and Dispute Resolution Committee" or "JADRC" means the committee established ~~under~~ pursuant to Article 3.2-below. of this Agreement."
- (e) "Parties" or "Common Parties" means the following employers and unions that have ratified a Collective Agreement that includes this Common Agreement:
 - Camosun College/Camosun College Faculty Association (FPSE Local 12)
 - 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)
 - Douglas College/Douglas College Faculty Association (FPSE Local 4)
 - North Island College/North Island College Faculty Association (FPSE Local 16)
 - Northwest Community College/Academic Workers' Union (FPSE Local 11)
 - Okanagan College/Okanagan College Faculty Association (FPSE Local 9)
 - Selkirk College/Selkirk College Faculty Association (FPSE Local 10)
- (f) "Ratification" means the acceptance by a local union and by both an institution and the PSEA of the terms of a Collective Agreement that includes this Common Agreement ~~pursuant to the Protocol Agreement of January 29, 2013.~~ The local unions and institutions are those listed in (e) above."

(g) Delete old effective dates throughout the Common Agreement where they no longer carry any effect, by mutual agreement during the drafting of the 2014 Common Agreement.

(h) Delete 9.2.1(b)(vii) as follows:

~~"Effective April 1, 2007 vision care coverage shall be doubled to a maximum benefit of \$500 every two (2) years and a minimum benefit of \$300 every two (2) years."~~

(i) Re-number existing 9.3.2 to 9.3.2(a), and add a new Article 9.3.2(b) to read as follows:

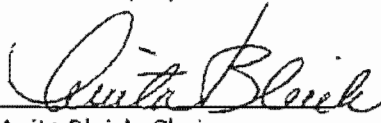
"The disability benefits plan includes Partial Disability Benefits which shall be administered in accordance with the terms and conditions of this plan, as amended July 1, 2009."

The date of ratification will be the date the parties to a local agreement, including the PSEA Board of Directors, conclude the ratification of the local portion and the Template portion of their 2014-2019 collective agreement.

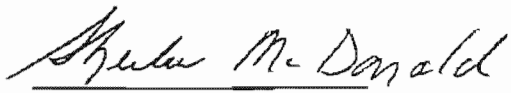
All proposals not contained in this Memorandum are considered withdrawn without prejudice.

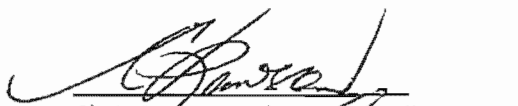
Signed by the Parties at Vancouver, British Columbia, on the February 5, 2015.

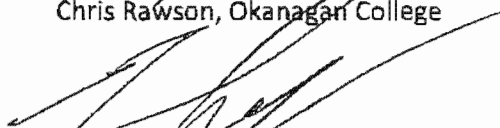
For the Employers:


Anita Bleick, Chair

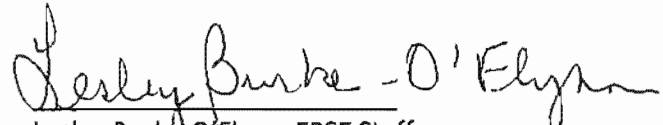

Sandra Rossi, College of New Caledonia


Sheila McDonald, College of the Rockies


Chris Rawson, Okanagan College

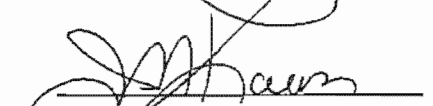

Gary Lejer, Selkirk College

For the Unions:

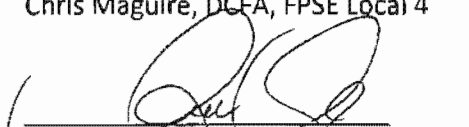

Lesley Burke O'Flynn, FPSE Staff


Judith Hunt, CCFA, FPSE Local 12



Jan Mastro Matteo, FACNC, FPSE Local 3


Joan Kaun, CORFA, FPSE Local 6


Chris Maguire, DCEA, FPSE Local 4


Anne Cumming, NICFA, FPSE Local 16





Melanie Wilke, AWU/CUPE 2409, FPSE Local 11



Melissa Munn, OCFA, FPSE Local 9



Victor Villa, SCFA, FPSE Local 10



SCHEDULE "1"

- Camosun College / Camosun College Faculty Association FPSE Local 12
- 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
- Douglas College / Douglas College Faculty Association FPSE Local 4
- North Island College / North Island College Faculty Association FPSE Local 16
- Northwest Community College / Academic Workers' Union FPSE Local 11
- Okanagan College / Okanagan College Faculty Association FPSE Local 9
- Selkirk College / Selkirk College Faculty Association FPSE Local 10

