

MEMORANDUM OF AGREEMENT

Between

COLLEGE OF THE ROCKIES

(hereinafter called "the Employer")

And the

COLLEGE OF THE ROCKIES FACULTY ASSOCIATION

(hereinafter called "the Association")

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

AND

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

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 1, 2012 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the local portion of the 2010-2012 Collective Agreement continue except as specifically varied below by paragraphs 2 and 4, both inclusive.

2. Effective Dates

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

3. Appendix A

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

4. **Appendix B**

The Employer and the Association agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "B" - "2012 FPSE Compensation Template Table" signed on February 2, 2013.

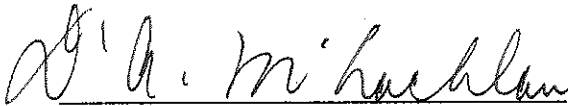
5. **Ratification**

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

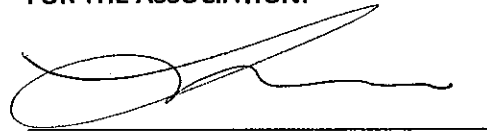
This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Signed this 12TH day of April 2013.

**BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:**

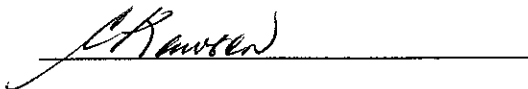


**BARGAINING REPRESENTATIVES
FOR THE ASSOCIATION:**





BARGAINING REPRESENTATIVE FOR PSEA



Appendix A

Green Sheets from Local Negotiations

**Letter of Understanding re: University Studies and Career Technical ~~Pilot Project~~
Preparation Hours Per Week**

The parties agree to ~~pilot~~ a voluntary alternative to the five section, three preparation workload model for University Studies/Career Technical Instructors.

Upon mutual agreement between the Instructor and the Dean/delegate, an Instructor will be considered to have a full teaching load if s/he either:

- 1- prepares up to twelve (12) distinctly different lecture-form contact hours of instruction per week for University Studies and/or Career/Technology lecture courses in any one semester, to a maximum weekly contact of 15 hours.

Or

- 2- ~~prepares up to twelve (12) distinctly different contact hours per week, to a maximum weekly contact of 12 hours.~~


The following conditions must apply:

- the Instructor must have at least three (3) years of post-secondary teaching experience;
- the Instructor must have had less than one hundred (100) students (as defined per Article 5.6.5.1) in the previous semester and is anticipated to have less than one hundred (100) students in the current semester ;
- the Instructor's workload in the current semester must contain no more than three (3) distinctly different lecture-form contact hours of instruction per week in courses s/he has not previously taught.
- this option 1-is subject to CORFA's agreement, which must be obtained before seeking agreement of the Instructor, but CORFA's agreement must not be withheld unreasonably.

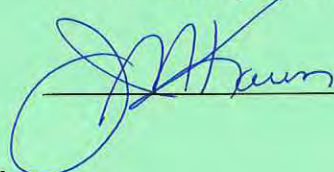
~~The pilot project(s) will be conducted without prejudice to the parties and will be assessed by the parties upon its (their) completion.~~

Signed by the parties at Cranbrook, BC on this 11 day of April, 2013.

For the College of the Rockies



For the Faculty Association



For the Post-Secondary Employers' Association



Letter of Understanding: Global Studies Graduate Certificate Program

Overview

The Global Studies Graduate Certificate program is designed to assist students from a wide variety of academic backgrounds to apply their learning to international, global, and intercultural situations. Students will utilize and/or apply their existing international awareness; achieve recognition for formal learning which has been applied in an international or intercultural context; document knowledge, skills and attitudes developed during an international placement; and present their achievement in a portfolio.

Class Grouping Arrangement

Individual courses within this program may be delivered by faculty in one of two ways:

1. In an individualized self-directed format
2. In a cohort arrangement.

When the student(s) enrolling in a GLST course are enrolling at different times and/or with very different topics or locations for study, the course will be offered in an individualized format. When 10 or more students with similar learning objectives enroll in one course with the expectation of beginning and completing the course at the same time, the College may elect to deliver the course in a cohort arrangement.

Course delivery may include teaching strategies such as mentoring, PLA, distance delivery, practicum or internship experience, and portfolio development.

Faculty Appointment

The College of the Rockies and the College of the Rockies Faculty Association agree to ~~pilot~~ the following process:

- ~~Appointments will occur on a case-by-case basis with the objective of ensuring, as is the case with all program delivery at COTR, course delivery will be learner centred. **Prior to each academic year a general advertisement indicating possible employment opportunities in the Global Studies Certificate program will be posted.**~~
- When the course is delivered in an individualized, self-directed format, the instructor will be assigned a total of nine (9) hours of accountable duty time¹ for each student in each course offering at his or her salary schedule at the time of the assignment.
- When the course is delivered in a cohort arrangement, it will be considered as one section as defined by the University Studies model.
- ~~A faculty member's participation in all work (including PLA) included in the Global Studies Graduate Certificate program cannot be assigned as work unless there is mutual agreement to do so between the faculty member and the College.~~

Before an external candidate is hired, all internal candidates who meet the following criteria will

¹ For the purpose of this Letter of Understanding, nine hours of accountable duty time per student per course is equal to 9 hours out of 1302 annual duty hours or .69% of annual duty time (calculated using 186 annual duty days which is based on 261 duty days per year minus the sum of vacation, general statutory holiday entitlement and professional development days).

College of the Rockies

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be considered, and once deemed qualified for this work will have the right of first refusal to this work.

Faculty selection for each course assignment will be based on the following criteria:

1. Focus of study of the student(s).
2. Relevancy of the academic expertise/knowledge of the faculty member.
3. Relevancy of the professional and other experience of the faculty member. This experience may include (but is not limited to): familiarity with the specific geographical region, familiarity with the specific culture or country, consultancy experience in the region.
4. ~~Student preference.~~

When more than one faculty member is equally qualified, the determining factor for hire will be based on the date of first appointment with the College.

Implementation of the LOU

- Regular **full-time** faculty members will calculate, in advance of each course delivery, how to incorporate the released time into his or her current work assignment or as banked time towards a future work assignment². When preferred, a faculty member may bank this time until a discrete unit of release time is accrued and, following discussion with the faculty member's Department Head, will take this accrued release time at a mutually-agreed time.
- Regular Part-Time Faculty members working less than 100% will incorporate the number of accountable duty hours for each course into his or her workload assignment to a maximum of 100% workload for a semester or 100% workload averaged over the year.
- Non-regular faculty will have the accumulated time added to the end of each employment assignment at the rate of 9 hours total per student per course or at the allotted time for courses offered in a cohort arrangement.

Tracking

Human Resources will be responsible for establishing and maintaining a system for tracking work accrued for future release time. The Human Resources Department will maintain a list of faculty deemed qualified for this work and provide CORFA with an updated copy of this list as it is revised. Human Resources will ensure that CORFA is provided with a copy of employment agreements developed pursuant to this letter of understanding. All other provisions in the Local and Common Collective Agreement apply.

~~Pilot Term and Review Process~~

~~The parties (COTR and CORFA) agree to conduct an interim review of this pilot agreement in June 2009, and a formal review in December 2009. Following each review the process will be renewed, revised, or discontinued as agreed. The parties agree to consult with the instructors~~


² For courses delivered in an individualized self-directed format, Regular faculty members will choose to receive credit for either 9 hours of non-instructional duty time (e.g., one work day of 7 hours plus 2 additional hours) or instructional workload proportional to the defined formula of accountable duty time per student per course (e.g., 9/1302 multiplied by annual full-time contact hours).

College of the Rockies
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throughout the pilot term to determine the success of the implementation process.

Signed by the parties at Cranbrook, BC on this 11 day of April, 2013.


For the College of the Rockies



For the Faculty Association



For the Post-Secondary Employers' Association



Letter of Understanding

Re: ~~Interim~~ Workload for BBA Capstone Courses

~~There is an emergent need for a workload configuration model to address the faculty workload assignments for the 2011-2012 Academic year for the Bachelor of Business Administration Capstone Courses; MGMT 470, MGMT 480, and MGMT 490.~~

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 members 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 months, MGMT 480 within 6 months and MGMT 490 within 4 months for a total of 16 months. 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 predominately student directed.

MGMT 470 students research a problem and plan a field-based, real world solution. Students are expected to identify a research question, select a theoretical framework and complete a review of the current literature around this question.

MGMT 480 students implement the project proposal developed in MGMT 470 in either a regular job environment or an arranged practicum. It is anticipated that there will be regularly scheduled meetings with the faculty member and input from the work environment supervisor.

MGMT 490 students write a comprehensive business report or thesis. Students are expected to demonstrate outcomes through a formal presentation, website or professional portfolio.

The parties agree that the following will apply to the BBA Capstone courses ~~for the 1011-2012 Academic year:~~

- ~~a) The Coordinator of the BBA Program will be given the equivalent of 45 contact hours to ensure that the three Capstone courses are complete and ready for delivery.~~
- b) a) Faculty members are assigned 1.5 contact hours per credit per student (i.e. a single student progressing through 470, 480, and 490 would achieve 9 credit hours and faculty workload would be recognized as 13.5 contact hours.
- b) The Capstone course contact hours are not distinctly different lecture format contact hours and are not considered prep hours as defined under Article 5.6.4.

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~~This letter is designed to address the emergent need for a workload configuration model in the 2011-2012 Academic year and is not intended to be interpreted as a new Letter of Understanding, nor is it intended to replace or influence the current round of negotiations.~~

Signed by the parties at Cranbrook, BC on this 11 day of April, 2013.

For the College of the Rockies



For the Faculty Association



For the Post-Secondary Employers' Association



Renew the following Letters of Understanding:

Flexible Configurations of Work

Second Functional Areas


Interpretation of Article 13 of the Local Faculty Agreement

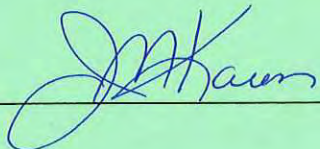
Local Government Management Courses

Signed by the parties at Cranbrook, BC on this 11 day of April, 2013.

For the College of the Rockies

For the Faculty Association





For the Post-Secondary Employers' Association



8 REIMBURSABLE EXPENSES

8.1 Travel Expenses

8.1.1 Employees travelling on College business will be reimbursed for expenses incurred per the College's policy on Travel and Expense Claims. Such reimbursement shall be at rates no less than those specified in College Policy 3.2.5 and its appendices in effect at the signing of this Collective Agreement.

8.1.2 Vehicle

8.1.2.1 ~~Whenever possible,~~ **Employees may use a personal or rental vehicle shall be used when traveling for approved** College business. ~~However, if such a vehicle is not reasonably available,~~ **The most economical and practical method shall be used. If a rental vehicle is used,** the College will undertake to pay the lease or rental charges. ~~for an alternative vehicle for approved College business, until such reasonable time as a personal vehicle is again available.~~ **If a personal vehicle is used, the College will pay the mileage rate as per College policy.**

8.1.3 Vehicle Insurance

A regular or term employee who is required to travel in excess of sixteen-hundred (1600) kilometers per insurance year between College campuses on College business shall, subject to the prior approval of the Senior Instructional Officer/delegate, be reimbursed upon presentation of appropriate receipts and documents of one hundred percent (100%) (pro-rated in the case of a term employee) of the annual incremental cost of the Insurance Corporation of British Columbia (I.C.B.C.) Class 07 (Business) premium that is over and above that for Class 02 (Pleasure, Drive To Work or School).


Such reimbursement shall be limited to one (1) vehicle per employee and it is the employee's responsibility to purchase Class 07 vehicle insurance when necessary.

8.1.4 Accommodation and Other Expenses

Actual accommodation expenses and other directly associated business expenses incurred by an employee, while on assigned duty at a location other than the College campus to which he/she is normally assigned, will be reimbursed upon presentation of appropriate receipts.

Any anticipated extraordinary business expenses shall be subject to prior approval by the Senior Instructional Officer/delegate.

April 11, 2013


Shawn McLeod


CORFA

College of the Rockies

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Article 13.1 Employee Functional Areas

13.1.5 Reduction Sequence (Employee Functional Areas)

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

Employee Functional Areas for Layoff and Recall

Aboriginal Education Advisor	Criminology/Criminal Justice	Media Librarian
Aboriginal Education Coordinator	Culinary Arts/Professional Cook Training	Millwright/Industrial Mechanic (formerly Millwright)
Adult Basic Education	Curriculum Developer	Mountain Adventure Skills Training
Adventure Tourism Business Operations	CYFS: Early Childhood Education	Network Support Technician
Anthropology	CYFS: Education Assistant (formerly CYFS: Teacher Assistant)	New Media Communications)
Applied Computers	CYFS: Human Service Worker	Office Administration (formerly Office Administration And Technology)
Applied Research Analyst	Database Administration	Philosophy
Astronomy	Disability Services Coordinator	Physics
Automotive Service Technician	E-Learning Specialist	Planermill Maintenance
Bachelor of Science Nursing	Economics	Plumbing
Bachelor of Science Nursing Mental Health	Educational Advising	Political Science
Basic Health Sciences	Electrical	Practical Nursing
Biology	English	Psychology
BUAD: Accounting	English Language Training	Public Services Librarian
BUAD: Computer Systems Management	Fine Arts	Recreation Management
BUAD: General Management	French	Religious Studies
BUAD: Marketing	Geography	Small Engine Repair
Carpentry/Joinery	Geology	Sociology
Certified Dental Assistant	Hairdressing/Hairstylist	Spanish
Chemistry	Health Care Assistant (formerly Resident Care/Home Support Attendant)	Theatre
Collision Repair	Heavy Duty Equipment Technician/Truck and Transport Mechanic (formerly Heavy Duty/Commercial Transport Mechanics)	Timber Framing
Communications	History	Tourism Management
Computer Information Systems	Horticulture	Transitions
Computing Sciences	Human Kinetics	Welding
Computer & Web Specialist	Learning Specialist	Women's Studies
Counsellor	Literacy Capacity Coordinator	
Creative Writing	Mathematics	

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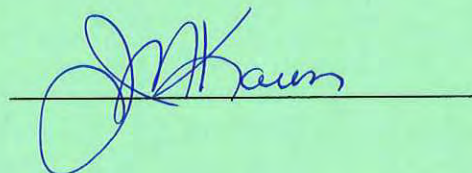
This list of functional areas can be amended per article 13.1.5.4

Signed by the parties at Cranbrook, BC on this 11 day of April, 2013.

For the College of the Rockies



For the Faculty Association



For the Post-Secondary Employers' Association



5

WORKING CONDITIONS

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

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

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

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

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; and other functions and responsibilities ancillary to the employee's position with the College; all specified herein without limiting the generality of "duty" and "responsibility".

5.2

Duty Time

5.2.1

The duty year for an employee is that portion of a calendar year during which duties shall be assigned.

5.2.1.1

The duty year for a Regular Full-Time or a Regular Part-Time employee is numerically equal to two hundred and ~~six~~ **five** (~~206~~ **205**) duty days (261 days minus the sum of vacation and general statutory holiday entitlement).

5.2.2

For a Regular Full-Time employee, there shall normally be an average of (averaged over the duty year) thirty-five (35) hours of duty per week.

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.

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

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

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

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

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

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

- 5.2.2.5 A regular employee will normally be provided with twelve (12) consecutive hours off duty following an evening teaching assignment.**

5.2.3 Non-instructional Duty Time

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

- 5.2.3.2 Entitlement

a) Regular Employees

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

b) Term Employees

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

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.

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.

5.3.2 Members of the bargaining unit may be assigned to develop proposals and curriculum for, or to deliver, contract training courses or programs. The following employees may be so assigned:

- 1) A regular full-time employee not assigned to full-time equivalent duty.
- 2) A regular part-time employee not assigned up to his/her part-time workload assignment.
- 3) A regular full-time employee with full-time equivalent duty. Such an assignment must be with the employee's consent and will involve backfilling the employee's position, if required.

5.4 Professional Development

5.4.1 Purposes of Professional Development

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

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

5.4.2 Professional Development Duty Days

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

5.4.2.2 Whenever possible, professional development duty days will be assigned in groups of consecutive full days as applicable.

5.4.3 Professional Development Assignments

5.4.3.1 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 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.

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

5.4.4 Common Faculty Professional Development Fund ***Relocated to Article 23***

5.4.4.1 Purpose

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

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

5.4.4.2 Eligibility

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

5.4.4.3 Limitations

- ~~1. The duration of a full-time leave funded through the Common Agreement Faculty PD fund shall be for at least one week to a maximum of six months.~~

- ~~2. The duration of a partial leave (of at least 20% but less than 100%) shall be for a maximum of one academic year.~~

~~5.4.4.4 Process for Application and Approval~~

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

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

~~5.4.4.5 Candidate Selection~~

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

- ~~Assuming, with another institution or agency or in business or industry, a position in a field related to the College appointment held by the faculty member;~~
- ~~Travel and visitations for studies of particular relevance to the faculty member's College appointments.~~

5.4.4.6 ~~Fund Management~~

1. ~~Common Agreement Faculty PD funds may be used only at a time mutually agreed upon by the College and the employee.~~
2. ~~Deadline for submission of applications to the Faculty Development Committee shall be April 15th of each year. The Committee will review all applications and the Chair will meet with the VP, Education, not later than May 15th to make recommendations. The VP, Education, shall make final approval of applications not later than May 31st. These deadlines may be extended or modified by mutual agreement of the parties.~~
3. ~~In the event that funds available during any given fiscal year have not been fully committed, the parties may agree to engage in an additional process (es) within that fiscal year to allot the remaining funds. Funds not used in a fiscal year will be carried forward to the next fiscal year.~~
4. ~~The College will allocate funds from future fiscal years only where it is recommended by the Faculty Development Committee to do so, and where it is in the best interest of the College, as determined by the VP, Education.~~
5. ~~The Common Agreement Faculty Professional Development Fund will be charged for costs of salary and benefits while on approved leave as well as vacation, PD, and NI days accrued while on such leave.~~
6. ~~A faculty member who is granted funding from the Common Agreement Faculty PD Fund must commit to continuing employment with the College for a period equal to double the leave taken.~~

~~Examples:~~

1. ~~Leave is 100 percent for 6 months — must work 100 percent for 12 months~~
2. ~~Leave is 50 percent for 6 months — must work equivalent to 50 percent for 12 months which may be 100 percent for 6 months~~
3. ~~Leave is 100 percent for 8 weeks — must work 100 percent for 16 weeks~~

~~A faculty member must repay all salary and benefits paid if s/he voluntarily leaves or is dismissed from the College prior to fulfilling 50 percent of the required time. If more than 50 percent, but less than 100 percent, of the work commitment has been fulfilled, the member must repay one half of the salary and benefits paid during the leave.~~

~~A faculty member will not be required to repay any salary and benefits if s/he leaves the College as a result of layoff, reduction, illness, or other involuntary reasons.~~

~~5.4.5 Faculty Development Funds~~

~~5.4.5.1 The College agrees to provide funding in support of professional development for faculty as follows:~~

- ~~5.4.5.2 a) Effective April 1 of each year, the College shall contribute to the Faculty Development Fund an amount equal to 0.64% of total faculty salaries for the previous fiscal year;~~
- ~~b) The Faculty Association will appoint an Association member who shall be Chair of the Faculty Development Committee. The College will provide 20% release time for the Chair;~~
- ~~c) Each fiscal year, an amount of \$2,000 (two thousand dollars) from the Faculty Development Fund described in the aforementioned, will be allocated to a Faculty Development Day;~~
- ~~d) Any unused monies remaining in the Faculty Development Fund at the conclusion of a fiscal year, will be carried forward to the Faculty Development Fund in the next fiscal year.~~

~~5.4.5.3 Effective April 1 of each year, the College shall contribute annually to the Educational Leave Fund an amount equal to 40% of the total annual salary and benefits paid to a regular full-time employee at the top step of the salary scale. This fund will be administered by the Faculty Development Committee. Any unused monies remaining in the Educational Leave Fund at the conclusion of a fiscal year, will be carried forward to the Educational Leave Fund in the next fiscal year.~~

~~5.4.5.4 For clarification of Article 5.4.5, an employee is to apply to the Faculty Development Committee for funding, but is also required to apply to his/her Dean/Manager for applicable leave approvals. Such approval will not be unreasonably denied.~~

~~5.5 Instructor's Diploma or Equivalent~~ ***Relocated to new Article 7***

~~5.5.1 Employees are encouraged to undertake advanced training to augment instructional processes and professional skills. This undertaking can be shown through the completion of the BC Provincial Instructor Diploma, the Native Adult Instructors Diploma, or equivalent.~~

~~5.5.2 If not already completed on hire, regular instructors shall complete the BC Provincial Instructor's Diploma Program or have demonstrated its equivalence within three years after the date of appointment. To ensure each employee is aware of this requirement, a copy of Article 5.5 will be included with each new employee's letter of hire.~~

~~For the purposes of this Article, an equivalent credential shall be:~~

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

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

~~OR:~~

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

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

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

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

~~5.5.3 Where an employee completes the BC Provincial Instructor Diploma, the Native Adult Instructors Diploma, or the equivalent as described in (i) or (ii) above, the employee shall advance one (1) additional step on the appropriate salary scale effective on the next anniversary/increment date. Auxiliary employees will progress to their maximum immediately upon obtaining the BC Provincial Instructor Diploma, the Native Adult Instructors Diploma, or equivalent.~~

~~5.5.3.1 Where a regular or term employee does not meet the requirements of 5.5.1 above he/she shall not receive his/her third increment when due but shall continue to advance normally thereafter.~~

~~5.5.3.2 The appropriate Dean/delegate may forestall the increment delay period in 5.5.3.1 on one occasion only in special circumstances such as a leave without~~

~~pay, extended sick leave, or other extenuating circumstances.~~

~~5.5.4 A regular employee, enrolled in the BC Provincial Instructor Diploma, the Native Adult Instructors Diploma, or an equivalent program as adjudicated by the Dean of Articulation & Instruction, may utilize professional development days per Article 5.4.2.1 for the purpose of completing same.~~

5.6 University Studies and Career/Technology - Program/Course/Instructional Assignments

5.6.1 Contact Hour Defined

5.6.1.1 A contact hour shall be defined as one (1) clock hour during which an instructor will introduce new material to a class ~~in a lecture format~~, thus requiring substantial preparation and marking.

5.6.1.2 ~~For the purposes of establishing weekly and duty year instructional assignments, effective September 1, 1994, 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) and tutorial(s) assignments.~~

5.6.2 Contact Hours Per Duty Year

5.6.2.1 **The normal assigned number of contact hours per duty year in University Studies and Career/Technology program/courses is four hundred and fifty (450)** Assigned instruction re: in University Studies and Career/Technology program/courses and the maximum shall not normally exceed four hundred and eighty (480) contact hours per duty year.

5.6.2.2 **Assigned contact hours greater than four hundred and fifty (450) hours will be considered an overload as per Article 5.2.2.2.**

5.6.3 Contact Hours Per Duty Week

5.6.3.1 Assigned instruction in University Studies and Career/Technology programs/courses will not exceed an average of fifteen (15) contact hours per duty week, averaged over the duty year.

5.6.3.2 Assigned instruction in University Studies and Career/Technology programs/courses will not exceed eighteen (18) contact hours during any individual duty week.

5.6.4 Preparation Hours Per Week **for University Studies and/or Career Technology Courses**

5.6.4.1 **(a) An instructor will not be required to prepare more than nine (9) distinctly different lecture-form contact hours of instruction per week to a weekly maximum of fifteen (15) contact hours as per 5.6.3.1.**

(b) An instructor may be required to prepare up to twelve (12) distinctly different lecture-form contact hours of instruction per week, to a weekly maximum of twelve (12) contact hours.

5.6.4.2 **The calculation of part-time workloads shall be based on a pro-rata calculation of contact hours as defined in Article 5.6.2**

5.6.5 Students Per Instructor

5.6.5.1 An instructor of University Studies/Career Technology ~~lecture-format~~ courses will not be assigned an average (as determined by the Registrar's data on the official final add/drop dates) of more than one hundred and sixty (160) students (registrants) per week averaged over the duty year.

In the event of a scheduled course being of a non-regular number of ~~lecture~~ hours per week format (regular being 3 hours/week), the calculation will be pro-rated.

5.6.5.2 The number of registered students in COTR's English composition courses shall not exceed an average of 25 (twenty-five) 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) students (as determined by the Registrar's data on the official final add/drop dates).

~~7.2.3~~ **5.6.5.3** Auxiliary University Studies/Career Technology Course/Program instructors shall be employed for:

a) Ninety (90) duty hours for a forty-five (45) contact hour (see 5.6.1.1) scheduled ~~lecture-format~~ course, and pro-rata; **or**

AND/OR

b) Sixty-seven and a half (67.5) duty hours for a forty-five (45) clock hour scheduled laboratory/practicum, /workshop/field activity, etc. ~~course or course component~~, and pro-rata; **or**

c) Forty-five (45) clock hours for a scheduled seminar/~~tutorial~~ is equivalent to a forty-five (45) contact hour;

5.7 **Vocational Program/Course/Instructional Assignments**

5.7.1 For the purposes of Article 5.7, the assigned duty period is 37.2 weeks **including statutory holidays.**

5.7.2 A Vocational Student Contact Hour shall be defined as:

a) One (1) clock hour in which instruction, requiring substantial preparation and evaluation, is presented to a scheduled class.

- b) One (1) clock hour 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.

5.7.3 English Language Training Instructors will not be assigned more than twenty-two and a half (22.5) hours of ~~lecture time~~ **instruction** as defined in Article 5.7.2 (a) per week averaged over the assigned duty period.

~~Other Vocational Instructors~~ **Access Education Instructors** will not be assigned more than eighteen (18) hours of ~~lecture time~~ **instruction** as defined in Article 5.7.2 (a) per week over the assigned duty period.

5.7.4 Recognizing the difference in instructional methodology and program need, the maximum vocational student contact hours will vary between vocational programs. ~~Effective September 1, 2001,~~ **The** maximum vocational student contact hours per week, averaged over the assigned duty period, are as follows:

- a) For Trades, Horticulture, and Culinary Arts – **twenty-eight (28)** hours
- b) For Office Administration and ~~Technology~~, Directed-Study/Self-Paced Access Education, including Fundamental programs, and other vocational programs with similar instructional delivery– **twenty-five (25)** hours. Included within those **twenty-five (25)** hours will be a maximum of **two and one-half (2.5)** hours per week of vocational student contact hours as defined in Article 5.7.2 (e) **(d)**.
- c) For Semesterized Access Education and other vocational programs with similar instructional delivery, ~~Resident Care/Home Support Attendant~~ **Health Care Assistant**, Practical Nursing, Certified Dental Assistant, Access Education Transitions, English Language Training, Child, Youth, and Family Studies Program, ~~the Mountain Adventure~~ **Activity Skills Training Program**, Adventure Tourism Business Operations, and ~~the~~ Network Support Technician Programs – **twenty-five (25)** hours.

5.7.5 Should a Vocational Instructor be assigned Vocational Student Contact Hours that, averaged over the assigned duty period, are greater than the maximum hours defined in Article 5.7.4, the Instructor will receive compensatory time off on an hour for hour basis, e.g. if the Instructor's average Vocational Student Contact Hours should be no greater than twenty-five (25) and the Instructor works an average of thirty (30) such hours in the assigned duty period the Instructor will bank five (5) hours compensatory time off per duty week in that year.

5.7.6 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) ~~(nine hundred and eighty-six)~~ contact hours per duty year.

5.7.7 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.

~~7.2.2.1~~ 5.8 **Auxiliary Vocational Course/Program instructors shall be employed for the least lesser of:**

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

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

OR

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

~~7.2.2.2~~ 5.8.1 **Auxiliary Vocational Course/Program Instructors employed to teach an entire course in semesterized Access Education or in English Language Training shall be employed for a minimum of one hundred and thirty-five (135) hours for a ninety (90) hour course, and pro-rata.**

5.8 5.9 Contact Hours re Melded (University Studies and Career/Technology, and Vocational Programs/Courses) Instructional Assignments

~~5.8.4~~ 5.9.1 An employee assigned both University Studies and Career/Technology and Vocational program/course responsibilities shall have his/her contact hours determined by pro-rating Articles 5.6 and 5.7.

5.9 Travel Duties ***Renumbering required on drafting***

5.9.1 Standard Travel Time

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

5.9.2 Travel to Instruct University Studies and Career/Technology Programs/ Courses

5.9.2.1 An employee travelling to instruct assigned University Studies and Career/Technology programs/courses within the College region shall have his/her maximum duty year contact hours (Article 5.6.2) reduced by proration to maximums set out in the following articles.

5.9.2.1.1 Cranbrook to Golden return thirty (30) times per duty year: a maximum of four hundred and five (405) contact hours per duty year.

5.9.2.1.2 Cranbrook to Creston or Fernie or Invermere return thirty (30) times per duty year: a maximum of four hundred and fifty (450) contact hours per duty year.

5.9.3 Vocational and non-instructional employees who are required to travel on College business shall have their weekly assigned duty time reduced by the hours travelled during that week, as per 5.9.1.

5.10 Program Coordinators

5.10.1 Responsibilities of Program Coordinators

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

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.

5.10.3 Orientation of Program Coordinators

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

5.10.4 Evaluation of Program Coordinators

5.10.4.1 Program Coordinators shall participate in the Faculty Performance Review Process, as per Article 10, prior to the expiration of their probationary period. As the Program Coordinator position is not full time, only part of the employee's Performance Review will focus on the coordinator duties. The Dean will initiate the review process at the beginning of the Program Coordinator appointment. At this meeting, the Dean and the Program Coordinator will agree on the

employee's goals for the cycle and the sources of information for Program Coordinator feedback and groups of faculty from which feedback is to be gathered.

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

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

5.11 Department Heads ***Renumbering required on drafting***

General

5.11.1 There will be a minimum of three (3) full time Department Head positions. Normally, the Department Head positions will be filled from within the bargaining unit.

5.11.2 Duties and Responsibilities

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

5.11.3 Selection of a Department Head ***Relocated to Article 6.2***

~~5.11.3.1 Each vacant Department Head position will be advertised internally. The advertisement will include a full description of duties and responsibilities. If there is no qualified applicant, then the position will be advertised externally.~~

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

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

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

~~5.11.3.2 — 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.~~

5.11.4 Evaluation ***Renumbering required on drafting***

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

5.11.4.2 The employee in a probationary period for a Department Head position, upon a successful evaluation, will be confirmed as noted in 5.11.5.1

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

5.11.5 Term of Appointment of a Department Head- ***Relocated to Article 6.2.3***

~~5.11.5.1 — The total term of appointment for a Department Head shall be three (3) years. After successfully serving a twelve (12) month probationary period, the Department Head will be confirmed for the additional two (2) years of the term. Department Head positions can be filled by an incumbent for a maximum of two (2) consecutive terms before a competition is held again.~~

5.12 — Harassment ***Relocated to Article 24***

~~The College and the Association are committed to ensuring that all employees enjoy the right to work in a collegial, harassment free work environment.~~

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

~~The parties agree that proven sexual or personal harassment is a serious violation of an employee's rights, dignity, and personal well-being. The College will investigate all harassment grievances and treat all such grievances with seriousness and confidentiality. Where such grievances of a sexual or personal harassment nature are justified, appropriate disciplinary measures, up to and including dismissal, are supported and endorsed by the parties.~~

5.12.1 ~~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: sexual advances and requests for sexual favors such as an implied or expressed promise of a job-related reward to comply with a sexually-oriented request; a reprisal, or an implied or expressed threat of reprisal that impacts employment; a denial of employment opportunity, or the expressed or implied threat to deny employment opportunity.~~

~~Examples of sexual harassment include:~~

- ~~• verbal harassment or abuse such as sexist jokes, comments, conduct~~
- ~~• displays of pornographic and/or sexually explicit pictures, photographs, literature, not related to an appropriate academic context of creating awareness of such materials~~
- ~~• unwanted touching, patting, pinching, physical contact~~
- ~~• unwelcome compromising invitations which are of a persistent nature.~~

5.12.2 ~~Personal Harassment~~

~~Personal Harassment may include repeated, intentional, offensive comments and/or behavior intended to deliberately demean and cause personal humiliation to another employee. Examples of personal harassment include:~~

- ~~• discriminatory behavior in violation of human rights legislation~~
- ~~• physical threats, abuse, assault, intimidation~~
- ~~• verbal abuse~~
- ~~• displays of pornographic, and/or racist pictures, photographs, literature not related to an appropriate academic context of creating awareness of such materials.~~

5.12.3 ~~Retaliation~~

~~The parties agree that retaliation or reprisals directed to a complainant and/or witnesses shall not be tolerated nor condoned.~~

5.12.4 ~~Process/Proceedings~~

~~The employee who has a complaint may process it through the grievance procedure as per Article 21, Grievance Procedure, subject to the following variances, as appropriate:~~

- ~~a) If an employee who is the subject of the complaint is a College representative at any step of the grievance procedure, then the Association may present the grievance to another appropriate representative designated by the College President.~~
- ~~b) College and/or Association representatives, in the course of investigating a harassment grievance, shall have due regard for the privacy and confidentiality of the grievor, witnesses, and all employees involved in the grievance.~~
- ~~c) Arbitration:
 - ~~i) An arbitrator, in the determination of a complaint of harassment, shall have the authority to take reasonable steps to protect the interests of all parties in privacy and confidentiality in the determination of procedural and evidentiary matters, subject to fairness to all parties.~~
 - ~~ii) If the grievor and the employee who is the subject of the grievance are both members of the same bargaining unit, then, the arbitrator shall also have jurisdiction in respect to any subsequent grievance arising from related discipline of the member who is the subject of the grievance.~~~~
- ~~d) The employee who initiated the grievance, and the employee who is the subject of the grievance, shall have the right to Association representation at all meetings, interviews, and hearings where the faculty member's presence is requested by management in connection with these allegations.~~
- ~~e) Normally grievances will be filed after the incident(s) and/or series of incidents occur; however, time limits may be extended.~~
- ~~f) If the grievor chooses to file a simultaneous complaint with the Human Rights Commission, the grievor agrees that, in so doing, the grievance procedure shall precede the complaint.~~

5.13 ~~Human Rights~~

5.13.1 ~~The College and the Faculty Association do not condone discrimination without cause.~~

5.13.2 ~~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 this 12 day of April, 2013.

For the College of the Rockies

Shula McDonald

For the Faculty Association

[Signature]

For the Post-Secondary Employers' Association

[Signature]

Letter of Understanding – Special Projects

Faculty assigned to special projects instruction will be assigned to four and one half (4.5) contact hours per student in an individualized 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.

Signed by the parties at Cranbrook, BC on this 14 day of April, 2013.

For the College of the Rockies

Shala McDonald

For the Faculty Association

[Signature]

For the Post-Secondary Employers' Association

[Signature]

College of the Rockies *CR*
Agreed Language *HK*

Proposal 8.4 Change "SIO" to "VP Education"

Change SIO to VP Education to reflect current College title for position.

Signed by the parties at Cranbrook, BC, on the 11 of December, 2012.

For the College of the Rockies:

Paula McDonald

For the Faculty Association:

J. Hume

For the Post-Secondary Employers' Association

CR as agent

Article 6 Selection and Appointment

6.1.2 Advertising Positions

- 6.1.2.1 All vacant regular and term positions relevant to this Agreement will be posted, on notice boards designated for that purpose, within the College and may be advertised ~~without~~ **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 SELECTION AND APPOINTMENT

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

6.1.2.3 Emergency Hire Situation

- 6.1.2.3.1 An emergency hire situation arises when there is an unanticipated absence of an employee, the time available to secure the services of a qualified employee is less than fourteen (14) days, and there is no other employee with a right of first refusal to the work.

- 6.1.2.3.2 An Emergency Hire is a short-term replacement position. Depending on the program or service, the position will be for a maximum of thirty (30) days or until the end of the current academic semester.

- 6.1.2.3.3 If the replacement work is anticipated to continue after the time periods identified in Article 6.1.2.3.2, the position will be posted and normal hiring process will apply.

6.1.3 Search Committee

- 6.1.3.1 A **Search Committee shall be struck for** all regular and term vacancies and for those auxiliary vacancies meeting the following criteria: ~~a Search Committee shall be struck.~~

- 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).

6.2 Selection and Term of a Department Head

6.2.1 Each vacant Department Head position will be advertised internally. The advertisement will include a full description of duties and responsibilities. If there is no qualified applicant, then the position will be advertised externally.

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

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

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

6.2.2 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.

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

6.3 **Selection and Term of a Program Coordinator**

- 6.3.1** Each vacant Program Coordinator position, along with a full job description, shall be advertised internally within the College.

- 6.3.2** A Program Coordinator Selection Committee will include:

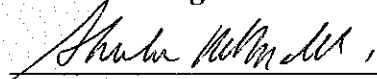
- a Dean of Instruction/Manager;
- a representative of the Human Resource Department; and
- one or two faculty members.

- 6.3.1** The term of appointment is for a one (1) year probationary period. Upon successful completion of the probationary period, on recommendation of the appropriate Dean the appointee will normally be confirmed for an additional one (1) year period.

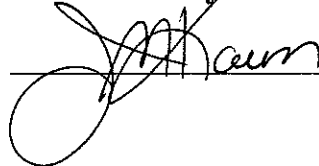
- 6.3.2** The appointee may be re-appointed to additional two (2) year terms provided the selection/appointment process is followed.

Signed by the parties at Cranbrook, BC, on the 12 of December, 2012

For the College of the Rockies:



For the Faculty Association:



For the Post-Secondary Employers' Association



Article 7 (New) Instructor's Diploma or Equivalent

Relocated from 5.5

5.5-7.7 **Instructor's Diploma or Equivalent**

5.5.1-7.7.1 Employees are encouraged to undertake advanced training to augment instructional processes and professional skills. This undertaking can be shown through the completion of the BC Provincial Instructor Diploma, the Native Adult Instructors Diploma, or equivalent.

5.5.2 7.7.2 If not already completed on hire, regular instructors shall complete the BC Provincial Instructor's Diploma Program or have demonstrated its equivalence within three years after the date of appointment. To ensure each employee is aware of this requirement, a copy of Article 5.5 will be included with each new employee's letter of hire.

For the purposes of this Article, an equivalent credential shall be:

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

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

OR:

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

- a) of one year full-time experience or equivalent duration and;
- b) has been augmented by studies at a post-secondary institution of ninety (90) accumulated course hours or its equivalent in instructional or pedagogical methodology and theory based on such as the following:
 - curriculum design
 - instructional skills and techniques
 - learning theory
 - adult education theory
 - evaluating students
 - evaluating the effectiveness of instruction

College of the Rockies
Agreed Language

5.5.3 7.7.3 Where an employee completes the BC Provincial Instructor Diploma, the Native Adult Instructors Diploma, or the equivalent as described in (i) or (ii) above, the employee shall advance one (1) additional step on the appropriate salary scale effective on the next anniversary/increment date. Auxiliary employees will progress to their maximum immediately upon obtaining the BC Provincial Instructor Diploma, the Native Adult Instructors Diploma, or equivalent.

5.5.3.1 7.7.3.1 Where a regular or term employee does not meet the requirements of 5.5.1 above he/she shall not receive his/her third increment when due but shall continue to advance normally thereafter.

5.5.3.2 7.7.3.2 The appropriate Dean/delegate may forestall the increment delay period in 5.5.3.1 on one occasion only in special circumstances such as a leave without pay, extended sick leave, or other extenuating circumstances.

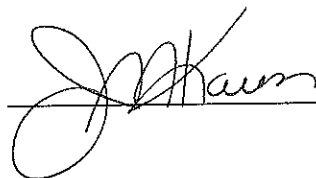
5.5.4 7.7.4 A regular employee, enrolled in the BC Provincial Instructor Diploma, the Native Adult Instructors Diploma, or an equivalent program as adjudicated by the Dean of Articulation & Instruction, may utilize professional development days per Article 5.4.2.1 for the purpose of completing same.

Signed by the parties at Cranbrook, BC on this 9 day of January, 2013.


For the College of the Rockies



For the Faculty Association



For the Post-Secondary Employers' Association



7 SALARIES AND PREMIUMS

7.3 Increments

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.

Signed by the parties at Cranbrook, BC, on the 11 of December,
2012

For the College of the Rockies:

Shelley McDonald

For the Faculty Association:

J. Kaun

For the Post-Secondary Employers' Association

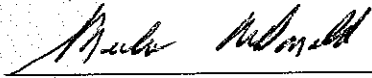
C. Hawken

9.3 General (Statutory) Holidays

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

Signed by the parties at Cranbrook, BC on this 9 day of January, 2013.

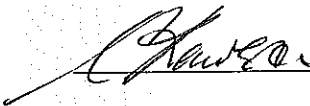
For the College of the Rockies



For the Faculty Association



For the Post-Secondary Employers' Association



**College of the Rockies
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Article 9 Employee Benefits

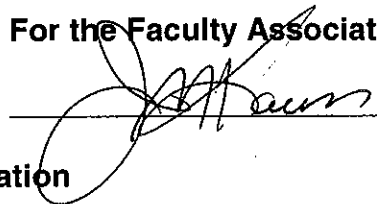
- 9.7 Group Life Insurance/Accidental Death and ~~Etc.~~ **Dismemberment.**
- 9.7.1 The College shall pay one hundred percent (100%) of the premium cost of the group life insurance plan and an accidental death and dismemberment insurance plan, except as per 9.1.4.1.
- 9.7.2 The life insurance plan will provide coverage at three (3) times an employee's annual salary to the next highest \$1,000.
- 9.7.3 The minimum coverage for an employee is \$50,000.
- 9.7.4 Coverage under the accidental death and dismemberment insurance plan will be equal to that of the life insurance plan.

Signed by the parties at Cranbrook, BC, on the 11 of November,
2012

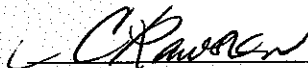
For the College of the Rockies:



For the Faculty Association:



For the Post-Secondary Employers' Association



11 LEAVES OF ABSENCE FROM DUTY

11.1 General

11.1.1 Every employee has the obligation to be on duty on his/her duty days/hours unless granted leave of absence from duty.

11.2 Continuance of Group Benefits

11.2.1 Upon approval of leave of absence without pay, an employee may apply for continuance of any or all group benefits during the leave period. Said benefits will be continued by the College if approved by the carrier, and if both employer and employee premiums are paid by the employee during the leave period, except as provided hereunder.

11.2.2 Any employee who is granted a leave of absence under the conditions of this article will accrue seniority during the period of such leave. On the expiration of the leave of absence, the employee shall be reinstated in all respects in his/her previous position and with all increases to wages and benefits to which he/she would have been entitled had the leave not been taken.

11.3 Pregnancy and Parental Leaves

11.3.1 Written Application

11.3.1.1 Pregnancy and/or Parental leaves will be granted per Sections 50 and 51 of Part 6 of the *Employment Standards Act* on written application to the appropriate Dean/delegate.

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

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

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

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

11.4 Jury Duty and Court Appearance

11.4.1 When summoned to serve on a jury; when subpoenaed as a witness in criminal proceedings, or as a witness in a civil action if not a party thereto; when appearing as a defendant in a criminal or traffic case if acquitted therefrom; the

College of the Rockies
Agreed Language

employee, to qualify for permission from the Dean/delegate to be absent with pay, shall produce the summons or subpoena or submit such other evidence showing the necessity for court appearance.

- 11.4.2 An employee shall also provide statements from officials of the court of the time taken and the fees (if any) paid to him/her and shall pay all such fees to the College.

11.5 Compassionate Leave and Bereavement Leave

- 11.5.1 Upon request, the Executive Director, Human Resources may authorize compassionate leave including bereavement leave with pay of up to five (5) working days.

11.6 General Leave of Absence Without Pay for a Regular Employee

- 11.6.1 A regular employee may apply to the Dean/delegate for a general leave of absence not exceeding a total of twenty-four (24) consecutive months. Should such leave be approved, it shall be without pay and benefits (except as provided per 11.2.1) and without loss of seniority (see 11.2.2).

11.7 Political Leave

- 11.7.1 Refer to Common Agreement Article 7.10 – Public Duties.

- 11.7.2 The request for leave of absence without pay must be submitted one month prior to the first day of leave.

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

11.8 Voluntary Workload Reduction *Relocated from 6.5*

- 11.8.1 A Regular Full-Time employee may make written application to the appropriate Dean/Manager to voluntarily reduce his/her workload commitment for a period of up to twenty-four (24) months. The temporary employment reduction shall not be less than sixty percent (60%) of equivalent full-time duty as per Article 5.2.

College of the Rockies
Agreed Language

Upon approval, all provisions of Regular Part-Time will then apply for the duration of time. The employee will then revert to regular full-time duty, salary, and ancillary benefits upon conclusion of the voluntary workload reduction. The provisions of Article 13.1 through 13.1.3.3 shall not apply in the instance of voluntary workload reduction.

Signed by the parties at Cranbrook, BC on this 9 day of January, 2013.

For the College of the Rockies

Shula M. M. M.

For the Faculty Association

J. M. M.

For the Post-Secondary Employers' Association

C. R. M. M.

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Agreed Language**

15 PERSONNEL FILES

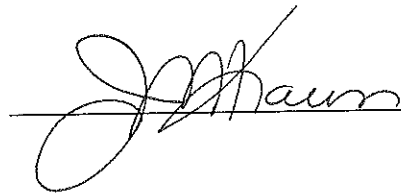
- 15.1 There shall be one official Personnel File maintained **in Human Resources** for each employee covered by this Agreement.
- 15.2 Personnel Files will be kept confidential. The College shall not release information contained in an employee's Personnel File to unauthorized individuals without the written consent of the employee concerned.
- 15.3 During normal working hours and in the presence of the Human Resources Executive Director or delegate, every employee has the right of access to their Personnel File alone or accompanied by the President of the Faculty Association. Upon request, employees are entitled to a copy of any material in their Personnel Files.
- 15.4 Each document directed to the Personnel File which constitutes disciplinary action shall be signed by the employee as evidence a copy has been received. The employee's signature does not indicate agreement with the contents of the document. Refusal on the part of the employee to sign such documents shall not preclude their placement in the Personnel File.
- 15.4.1 Any disciplinary documentation shall be removed from the Personnel File after the expiration of twenty-four (24) months from the date it was issued **if a similar incident has not taken place.**

Signed by the parties at Cranbrook, BC on this Feb day of 5, 2013.


For the College of the Rockies



For the Faculty Association



For the Post-Secondary Employers' Association



College of the Rockies
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17 OCCUPATIONAL HEALTH AND SAFETY

17.1 The College of the Rockies is committed to an Occupational Health, Safety and Environmental Program that protects students, staff, faculty/employees and the general public. Protection from accidental and preventable injury is this program's goal.

Safety is the direct responsibility of everyone. With the support and commitment of everyone, this goal can be accomplished. Pursuant to the *Workers Compensation Act* requirements for training and posting of policies, all employees will perform their jobs according to established procedures, following safe work practices, and reporting foreseeable hazards.

17.2 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.

17.3 The College will provide a link on the College Intranet to the WorkSafe BC website and to the relevant College policy regarding Safety Equipment/Apparel.

17.4 The College shall maintain an Occupational Health and Safety Committee in keeping with *Workers Compensation Act* and Regulations and ensure such committee ~~carry~~ **carries** out all the duties and responsibilities in accordance with the statutes. There shall be no fewer than two (2) CORFA members appointed by the Association on this committee.

17.5 Pursuant to Section 150 of the *Workers Compensation Act*, no employee will be disciplined for acting in compliance with the *Act*.

17.6 All accidents and injuries must be reported by an employee within twenty-four (24) hours or as practicable to the employee's immediate supervisor or the Human Resources Department.

Signed by the parties at Cranbrook, BC, on the 11 of December, 2012

For the College of the Rockies:

Shula McDonald

For the Faculty Association:

J. Kaur

For the Post-Secondary Employers' Association

C. Rawlin

20 **DISCIPLINE**

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

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

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

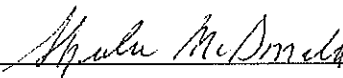
20.3 Should discipline beyond a verbal reprimand be imposed, the College will notify the employee, in writing, of the reason for the discipline. The employee, at his/her discretion, may provide a copy of that letter to his/her Steward. In the event an employee is suspended, written notification will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

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 4 of the grievance procedure.

20.5 ~~Any documents related to the imposition of discipline that are placed in an employee's personnel file will be removed after two (2) years from the date of the alleged misconduct if a similar incident has not taken place.~~

Signed by the parties at Cranbrook, BC on this 4th day of 5, 2013.

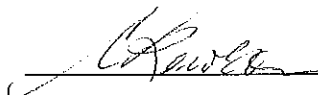
For the College of the Rockies



For the Faculty Association



For the Post-Secondary Employers' Association



Article 23 Professional Development Funding and Scholarly Activities

23.1 Common Faculty Professional Development Fund

23.2 Purpose

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

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

23.3 Eligibility

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

23.3.1 Limitations

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

23.4 Process for Application and Approval

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

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

23.5 Candidate Selection

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

23.6

Fund Management

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

College of the Rockies
Agreed Language

(es) within that fiscal year to allot the remaining funds. ~~Funds not used in a fiscal year will be carried forward to the next fiscal year.~~ **Any monies in the fund not spent at the end of any fiscal year shall be retained by the employer.**

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

Examples:

1. Leave is 100 percent for 6 months – must work 100 percent for 12 months
2. Leave is 50 percent for 6 months – must work equivalent to 50 percent for 12 months which may be 100 percent for 6 months
3. Leave is 100 percent for 8 weeks – must work 100 percent for 16 weeks

A faculty member must repay all salary and benefits paid if s/he voluntarily leaves or is dismissed from the College prior to fulfilling 50 percent of the required time. If more than 50 percent, but less than 100 percent, of the work commitment has been fulfilled, the member must repay one-half of the salary and benefits paid during the leave.

A faculty member will not be required to repay any salary and benefits if s/he leaves the College as a result of layoff, reduction, illness, or other involuntary reasons.

23.7 Faculty Development Funds

23.7.1 The College agrees to provide funding in support of professional development for faculty as follows:

- 23.7.2**
- a) Effective April 1 of each year, the College shall contribute to the Faculty Development Fund an amount equal to 0.64% of total faculty salaries for the previous fiscal year;
 - b) The Faculty Association will appoint an Association member who shall be Chair of the Faculty Development Committee. The College will provide 20% release time for the Chair;

- c) Each fiscal year, an amount of \$2,000 (two thousand dollars) from the Faculty Development Fund described in the aforementioned, will be allocated to a Faculty Development Day;
- d) Any unused monies remaining in the Faculty Development Fund at the conclusion of a fiscal year, will be carried forward to the Faculty Development Fund in the next fiscal year.

23.7.3 Effective April 1 of each year, the College shall contribute annually to the Educational Leave Fund an amount equal to 40% of the total annual salary and benefits paid to a regular full-time employee at the top step of the salary scale. This fund will be administered by the Faculty Development Committee. Any unused monies remaining in the Educational Leave Fund at the conclusion of a fiscal year, will be carried forward to the Educational Leave Fund in the next fiscal year.

23.7.4 For clarification of Article 5.4.5 **23.7**, an employee is to apply to the Faculty Development Committee for funding, but is also required to apply to his/her Dean/Manager for applicable leave approvals. Such approval will not be unreasonably denied.

23.8 SCHOLARLY ACTIVITIES

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

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

23.8.3 The purpose of research is the expansion of knowledge and the sharing of that knowledge through publication or other appropriate professional means. Development involves the examination of the implications of basic research and its practical applications, and the evolution of practice in professional or creative activities.

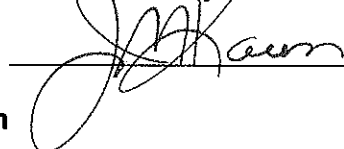
23.8.4 Nothing in this provision shall be construed as increasing or changing an employees assigned workload or basis for evaluation.

Signed by the parties at Cranbrook, BC on this Feb day of 5, 2013.


For the College of the Rockies



For the Faculty Association



For the Post-Secondary Employers' Association



Article 24 **Respectful Workplace Environment**

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

24.1 **Harassment**

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

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

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: sexual advances and requests for sexual favors such as an implied or expressed promise of a job-related reward to comply with a sexually-oriented request; a reprisal, or an implied or expressed threat of reprisal that impacts employment; a denial of employment opportunity, or the expressed or implied threat to deny employment opportunity.

Examples of sexual harassment include:

- verbal harassment or abuse such as sexist jokes, comments, conduct
- displays of pornographic and/or sexually explicit pictures, photographs, literature, not related to an appropriate academic context of creating awareness of such materials
- unwanted touching, patting, pinching, physical contact
- unwelcome compromising invitations which are of a persistent nature.

24.1.2 Personal Harassment

Personal Harassment may include repeated, intentional, offensive comments and/or behavior intended to deliberately demean and cause personal humiliation to another employee. Examples of personal harassment include:

- discriminatory behavior in violation of human rights legislation
- physical threats, abuse, assault, intimidation
- verbal abuse

College of the Rockies
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- displays of pornographic, and/or racist pictures, photographs, literature not related to an appropriate academic context of creating awareness of such materials.

24.1.3

Retaliation

The parties agree that retaliation or reprisals directed to a complainant and/or witnesses shall not be tolerated nor condoned.

24.1.4

Process/Proceedings

The employee who has a complaint may process it through the grievance procedure as per Article 21, Grievance Procedure, subject to the following variances, as appropriate:

- a) If an employee who is the subject of the complaint is a College representative at any step of the grievance procedure, then the Association may present the grievance to another appropriate representative designated by the College President.
- b) College and/or Association representatives, in the course of investigating a harassment grievance, shall have due regard for the privacy and confidentiality of the grievor, witnesses, and all employees involved in the grievance.
- c) Arbitration:
 - i) An arbitrator, in the determination of a complaint of harassment, shall have the authority to take reasonable steps to protect the interests of all parties in privacy and confidentiality in the determination of procedural and evidentiary matters, subject to fairness to all parties.
 - ii) If the grievor and the employee who is the subject of the grievance are both members of the same bargaining unit, then, the arbitrator shall also have jurisdiction in respect to any subsequent grievance arising from related discipline of the member who is the subject of the grievance.
- d) The employee who initiated the grievance, and the employee who is the subject of the grievance, shall have the right to Association representation at all meetings, interviews, and hearings where the faculty member's presence is requested by management in connection with these allegations.
- e) Normally grievances will be filed after the incident(s) and/or series of incidents occur; however, time limits may be extended.
- f) If the grievor chooses to file a simultaneous complaint with the Human Rights Commission, the grievor agrees that, in so doing, the grievance

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procedure shall precede the complaint.

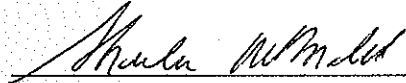
24.1.5 **Discrimination and Human Rights**

24.1.5.1 The College and the Faculty Association do not condone discrimination without cause.

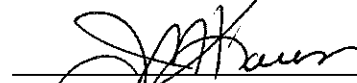
24.1.5.2 The parties agree that the provisions of Section 8 of the Human Rights Act, SBC Chapter 22, 1984, apply as though included in, and forming part of, this Agreement.

Signed by the parties at Cranbrook, BC, on the 12 of December, 2012


For the College of the Rockies:

_____

For the Faculty Association:

_____

For the Post-Secondary Employers' Association

_____

Letter of Understanding re: Post Retirement (PR) Faculty

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

Definition

A PR Auxiliary is a person who has retired from the College as a member of the faculty bargaining unit and who is subsequently re-employed after retirement.

Duration of Employment

A PR Auxiliary is employed for up to one year. S/he may be employed for more than one year but each period of employment will initially not be longer than one year.

Workload

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

Salary

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

Health and Welfare Benefits

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

Pension

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

Professional Development, Vacation and Sick Leave

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

Right of First Refusal

Notwithstanding Article 6.6, a PR Auxiliary is not eligible to exercise right of first refusal.

Signed by the parties at Cranbrook, BC on this 27 day of March, 2013.

For the College of the Rockies

Melba McDonald

For the Faculty Association

J. J. Kaur

For the Post-Secondary Employers' Association

Chawell

College of the Rockies
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Renew the following Letters of Understanding:

- Early Retirement Incentive Program
- Role of Contract Employees
- Evaluation and Performance Review Criteria
- ~~Post-retirement (PR) Faculty~~ *PR Mar 27-13*
- Regular Sessional and Regular Sessional Part-time Employees
- Department Heads Compensation
- Deferred Salary Leave Program

Delete the following Letter of Understanding:

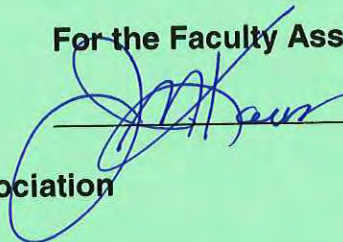
- Joint Committee on Workload

Signed by the parties at Cranbrook, BC, on the 11 of December,
2012

For the College of the Rockies:



For the Faculty Association:



For the Post-Secondary Employers' Association



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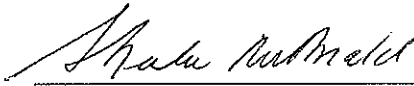
Letter of Understanding: ~~Application of Article 5.11: Department Heads to Current Incumbents~~


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

Signed by the parties at Cranbrook, BC on this 16 day of January, 2013.

For the College of the Rockies

For the Faculty Association





For the Post-Secondary Employers' Association



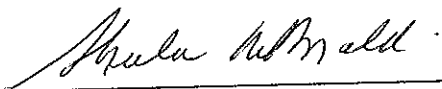
College of the Rockies
Agreed Language

Renew the following Letter of Understanding:

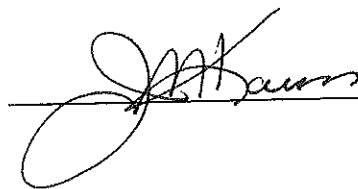
Courses Offered Through Institutes or Community Development

Signed by the parties at Cranbrook, BC on this 8th day of February, 2013.

For the College of the Rockies



For the Faculty Association



For the Post-Secondary Employers' Association



Letter of Understanding re: Distributed Learning

Refer to Common Agreement Article 6.6 – Education Technology/Distributed Learning

~~The parties support applications of distributed learning that enhance student access and choice within the framework of a broad and comprehensive range of face-to-face learning opportunities.~~

~~The College agrees to the following principles regarding the use of distributed learning:~~

~~The Dean, Department Head, or delegate will consult with all regular instructors in the relevant discipline concerning the opportunity to develop or deliver distributed learning courses.~~

- ~~• Faculty participation is voluntary.~~
- ~~• The College will provide any necessary training to faculty members who participate.~~
- ~~• The College will provide adequate clerical, technical support and software, and equipment to faculty members who participate.~~
- ~~• Distributed learning courses, whether, paper based, hybrid or online may require more marking time, administration and preparation time per student than face-to-face classroom instruction, so class size limits will be set accordingly.~~


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

- ~~• Relevant articles of the Collective Agreement will apply to distributed learning as they do to other teaching methodologies e.g. copyright.~~
- ~~• Faculty members who participate will be given adequate time to develop or revise courses/programs for the distributed learning mode of delivery.~~

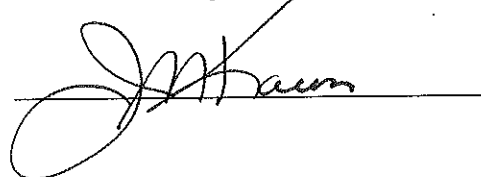
~~See also Article 6.6 in the Common Agreement.~~

Signed by the parties at Cranbrook, BC on this 8th day of February, 2013.

For the College of the Rockies



For the Faculty Association



For the Post-Secondary Employers' Association



2012 – FPSE COMPENSATION TEMPLATE TABLE

between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")
representing those employer-members participating in the
2012 FPSE Compensation Template Table

("the Employers")

and

FEDERATION OF POST-SECONDARY EDUCATORS OF BC ("FPSE")
representing those of its local unions participating (and whose employers are participating) in the 2012
FPSE Compensation Template Table

(FPSE locals referred to as "the Unions")

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

The parties listed in Schedule "1" have agreed that the following items will form part of the Memorandum of Agreement between them for the renewal of the local parties' collective agreements that expired in 2012. The parties agree to recommend this template to their respective principals.

All of the terms of the local collective agreements that expired in 2012 continue except as specifically varied below and by the other additions, deletions and/or amendments agreed to during local bargaining.

1. Article 2 – Harassment

- (a) Effective the date of ratification, the Employers and the Unions agree to amend Article 2.1 of their respective Common Agreement as follows:

"2.1 Statement of Commitment

The colleges and institutes promote teaching, scholarship and research and the free and critical discussion of ideas.

Unions and employers are committed to providing a working and learning environment that allows for full and free participation of all members of the institutional community. Harassment

undermines these objectives and violates the fundamental rights, personal dignity and integrity of individuals or groups of individuals. Harassment is a serious offence that may be cause for disciplinary sanctions including, where appropriate, dismissal or expulsion.

The colleges and institutes have a responsibility under the *BC's Human Rights Code* to prevent harassment and to provide procedures to handle complaints, to resolve problems and to remedy situations where harassment occurs.

The employer will offer educational and training programs designed to prevent harassment and to support the administration of the institutional policies and to ensure that all members of the institutional community are aware of their responsibility with respect to the policy. **The Unions and Employers agree that attendance is required and will take place during compensated work time."**

(b) **New – Letter of Understanding – Harassment Investigators**

Effective the date of ratification of the local parties' Memorandum of Agreement, the Employers and the Unions agree to the Letter of Understanding – Harassment Investigators which is attached to this template as Schedule "2".

2. BC Provincial PharmaCare Formulary

While not to be included in the local parties' collective agreements, FPSE and PSEA agree to continue the discussions and investigation of the BC Provincial Fair PharmaCare Formulary.

3. New – Letter of Understanding – Expedited Arbitration

Effective the date of ratification of the local parties' Memorandum of Agreement, the Employers and the Unions agree to the Letter of Understanding – Expedited Arbitration which is attached to this template as Schedule "3".

4. Article 13 – Effect of This Agreement

Effective the date of ratification, the Employers and the Unions agree to add the following to Article 13.3 of their respective Common Agreement:

"Letter of Understanding – Expedited Arbitration"

5. **Article 16 – Common Faculty Professional Development Fund**

Effective the date of ratification, the Employers and the Unions agree to amend Article 16.3.2 of their respective Common Agreement as follows:

"16.3.2 Any monies in the Fund not spent at the end of ~~one~~ any fiscal year shall be retained by the employer. ~~carried forward to the following fiscal year~~"

6. **Article 17 - Term**

Effective the date of ratification, the Employers and the Unions agree to amend Article 17 of their respective Common Agreement as follows:

"This Agreement shall be in effect from April 1, 2010 ~~2012~~ to March 31, 2012 ~~2014~~, and shall continue in force until the renewal of this Agreement."

7. **Letter of Understanding 4 – Respectful Working Environment**

Effective the date of ratification of the local parties' Memorandum of Agreement, the Employers and the Unions agree to amend the Letter of Understanding 4 – Respectful Working Environment of their respective Common Agreement as attached to this template as Schedule "4":

8. **Nicola Valley Institute of Technology**

- a) Effective the date of ratification of the local parties' Memorandum of Agreement, the Nicola Valley Institute of Technology and the Nicola Valley Institute of Technology Employees' Association (FPSE Local 19) agree to the "2010 – Faculty Common Table" Settlement which is attached to this template as Schedule "6".
- b) Effective the date of ratification of the local parties' Memorandum of Agreement, the Employers and the Unions agree to amend the Letter of Understanding 5 – Variant Applications of Common Agreement Provisions to the NVIT Parties which is attached to this template as Schedule "5".

9. **Article 12 – Salaries**

Effective the date of ratification of the local parties' Memorandum of Agreement, the Employers and the Unions agree to amend Article 12 of their respective Common Agreement as follows:

(a) "12.1 Provincial Salary Scale

The Provincial Salary Scale is attached as Appendix A.



- (a) Effective January 1, 2013, all annual rates of pay in Appendix A of the collective agreement which were in effect on December 31, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
- (b) Effective April 1, 2013, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
- (c) Effective September 1, 2013 or the date of tentative settlement of the local parties' Memorandum of Agreement (whichever is later), all annual rates of pay in Appendix A of the collective agreement which were in effect on August 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
- (d) Effective January 01, 2014, all annual rates of pay in Appendix A of the collective agreement which were in effect on December 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar."

The general wage increases listed above are reflected in the revised Provincial Salary Scale which is referenced in Appendix "A" of this template.

(b) "12.2 Secondary Scale Adjustment

12.2.1 Effective January 1, 2013, all steps on secondary scales which were in effect December 31, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

12.2.2 Effective April 1, 2013, all steps on secondary scales which were in effect on March 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

12.2.3 Effective September 1, 2013 or the date of tentative settlement of the local parties' Memorandum of Agreement (whichever is later), all steps on secondary scales which were in effect on August 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

12.2.4 Effective January 1, 2014, all steps on secondary scales which were in effect on December 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

12.2.5 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) 12.6.1 Effective January 1, 2013, by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- b) 12.6.2 Effective April 1, 2013, by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- c) 12.6.3 Effective September 1, 2013 or the date of tentative settlement of the local parties' Memorandum of Agreement (whichever is later), by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- d) 12.6.4 Effective January 1, 2014, by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable."

10. Sectoral Non-regular Research Project

While not to be included in the local parties' collective agreements, PSEA agrees to assist FPSE in the collection of data from the HRDB and PSEA member institutions regarding non-regular faculty. This data may also be used by FPSE to make recommendations to the HRDB Steering Committee regarding new data elements relating to non-regular faculty. This agreement will expire on March 31, 2014.

11. Northwest Community College

The Northwest Community College and the Academic Workers' Union (FPSE Local 11) agree that the tentative agreement which renews the 2007-2010 collective agreement will be submitted for ratification prior to submitting the memorandum of agreement which includes this template agreement for ratification.

12. Housekeeping

Effective the date of ratification of the local parties' Memorandum of Agreement, the Employers and the Unions agree to the following housekeeping amendments to their respective Common Agreement:

- (a) the parties by mutual agreement, agree to delete old effective dates throughout their respective Common Agreement where they no longer carry any effect;
- (b) renew LOU 1: JADRC;
- (c) renew LOU 2: Employee Security and Regularization;
- (d) renew LOU 3: Partial Sick Leave and Partial Disability Benefits;
- (e) renew LOU 6: 2001 Local Negotiations;
- (f) renew LOU 7: Salary Stipend;

(g) any other housekeeping items mutually agreed to during the drafting of the agreement.

The date of ratification will be the date the parties to a local agreement conclude the ratification of their Memorandum of Agreement which includes the FPSE Compensation Template. The ratification process includes ratification by the PSEA Board of Directors.

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


Signed by the parties at Vancouver, British Columbia, on the 2nd day of February, 2013.


FOR THE PARTICIPATING EMPLOYERS:


Rob D'Angelo, PSEA, Chair



Anita Bleick, PSEA, CEO

FOR THE PARTICIPATING UNIONS:


FPSE Local 3, FACNC


FPSE Local 4, DCFA


FPSE Local 6, CORFA


FPSE Local 9, OCFA


FPSE Local 10, SCFA


FPSE Local 11, AWU


FPSE Local 12, CCFA

Karen Shortt

FPSE Local 15, VCCFA

[Signature]

FPSE Local 16, NICFA

[Signature]

FPSE Local 19, NVITEA

SCHEDULE 1

Parties

- 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)
- Nicola Valley Institute of Technology / Nicola Valley Institute of Technology Employees' Association (FPSE Local 19)
- 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)
- Vancouver Community College / Vancouver Community College Faculty Association (FPSE Local 15)

SCHEDULE 2

LETTER OF UNDERSTANDING

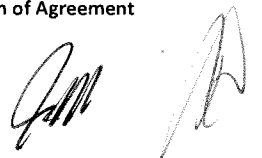
Re: Harassment Investigators

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 June 30, 2013.

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

Two handwritten signatures in black ink are located at the bottom right of the page. The first signature is a stylized 'Jm' and the second is a stylized 'R'.

SCHEDULE 3

LETTER OF UNDERSTANDING

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 ten (10) calendar days of appointment, on a rotating basis.

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

If none of the listed arbitrators is available within ten (10) days, the local parties shall agree to another arbitrator 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

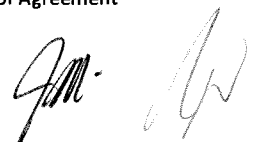
By mutual agreement, written submissions may be used in place of a hearing. Submissions shall be in standard format and will not be more than ten (10) pages long.

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*.

SCHEDULE 4

LETTER OF UNDERSTANDING 4

RESPECTFUL WORKING ENVIRONMENT

1. Preamble

The parties recognize that mutual understanding and respect are fundamental to achieving a collaborative and positive working relationship, which is the cornerstone of an effective environment in which employers and employees work.

The parties further recognize that certain types of conduct, such as ~~inappropriate behaviour,~~ interpersonal conflict and bullying in the workplace may be inappropriate create barriers to these objectives and result in both financial and relational costs.

Examples of financial costs include, but are not limited to increased sick leave usage, increased short term and long term disability leaves, workers' compensation claims, decreased levels of performance, and the costs associated with investigations, grievances, mediations, arbitrations, and human rights complaints as well as recruitment and retention costs.

Examples of relational costs include, but are not limited to, the loss of personal dignity as well as the loss of both trust and respect for individuals and the institution.

2. Mandate

Further to Article 2 - Harassment, the parties agree that, in addition to the educational and training programs currently offered by the employer, they ~~local parties, where mutually agreeable,~~ may develop joint initiatives to inform and train employees and will:

(a) jointly develop and offer mandatory educational and training programs at each institution, designed to:

- (i) ~~the identification and reduction of~~ enhance understanding of ~~inappropriate interpersonal conflict and bullying,~~ and the effects thereof in the workplace;

the effects of mental health issues in the workplace, and
- (ii) ensure that all members of the institutional community are aware of their resources and responsibilities with respect to interpersonal conflict and bullying; and
- (iii) actively promote the development and maintenance of a respectful workplace environment.



- (b) review local and common collective agreement language with the goal of standardizing the harassment language and harmonizing procedures across the post-secondary sector.

3. Committee Timelines

The Committee established under the Letter of Understanding re: Harassment Investigators will be used for this purpose. The dates for the Committee to begin meeting and to complete their duties under that Letter of Understanding will also apply, but may be extended by mutual agreement.

3. ~~Local Joint Process~~

~~The Parties agree that the local parties may establish a local joint process, including a joint committee, to inform and train employees and to enhance understanding on the matters specified in Section 2 above.~~

4. ~~Expiry of this Letter~~

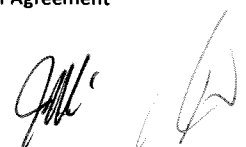
~~This Letter of Understanding is in effect for the term of the Common Agreement commencing April 1, 2010, unless otherwise agreed by the Parties."~~

SCHEDULE 5

LETTER OF UNDERSTANDING 5

VARIANT APPLICATIONS OF COMMON AGREEMENT PROVISIONS TO THE NVIT PARTIES

1. The parties recognize that NVIT is a unique Aboriginal provincial institute with a mandate to teach Aboriginal curriculum, maintain Aboriginal culture, values, and traditions, and accordingly has a preference for hiring Aboriginal employees. Therefore the parties agree that NVIT is subject to the following variations of this agreement:
 - 1.1 The parties agree that Article 3.5.2 Union Leave will be applied in the following way:
 - 1.1.1 NVIT will provide a bank equivalent to one quarter full time equivalent per annum at normal faculty replacement costs as per local Article 35.2.1.5
 - 1.1.2 The bank will be established each April 1st to fund this leave for the upcoming fiscal year.
 - 1.1.3 Subject to employer operational requirements, The NVITEA will request a draw down on the bank and will inform the employer which union member and when the leave is requested. The draw down will be based on replacement costs.
 - 1.1.4 Requests under this Article will not be unreasonably denied.
 - 1.2 The parties agree that Article 6.1 Employee Security and Regularization, and Article 6.5 Contracting Out, does not apply to NVIT. For clarity the parties agree that Articles 6.4 Targeted Labour Adjustment and 6.6 Education Technology/Distributed Learning do apply. The parties agree that Article 6.1 Employee Security and Regularization and Article 6.5 Contracting Out may be opened at the local table.
 - 1.3 The parties agree to include Article 6.2 Program Transfers And Mergers, and Article 6.3 Registry of Laid Off Employees subject to NVIT's continued right to exercise a preference for hiring people of Aboriginal Ancestry.
 - 1.4 The parties agree to a variation of Article 7 Leaves subject to Section 2 below.
 - 1.5 The parties agree to a variation of Article 9 Benefits subject to Sections 3 and 4 below.
2. The Parties agree that NVIT be exempted from Article 7.6 Bereavement Leave and 7.7 Family Illness Leave.



For clarification, the parties agree that local Articles 23.1.1, 23.1.5, 23.1.6, 23.1.7, and 23.5 remain in effect.

The parties agree to include Article 7.12 Exchange Leave, subject to NVIT's continued right to exercise a preference for hiring people of Aboriginal ancestry.

The parties agree that Article 7.11 Public Duties may be applied to public duties that include First Nations governance and Aboriginal community boards.

3. Upon ratification of the local collective agreement Article 9 (Health and Welfare) provisions will come into effect upon the first day of the first month following the fifteenth day after ratification.
4. The parties recognize the employees of NVIT who are "status" as defined in the Indian Act often have health and dental coverage provided by Indian and Northern Affairs Canada (INAC). Those employees who have this coverage may choose to opt out through the signing of a waiver of the health, dental and emergency travel benefits provided by NVIT as part of its benefits plan. Those employees who have INAC coverage and who choose to opt out shall receive 2% of their gross earnings on each paycheque in lieu of benefits.
5. The Parties agree that Article 30.3 of the NVIT local agreement remains in force.
6. ~~The Parties agree that for the term of this agreement, Article 34 (Support Staff Salaries) of the NVIT local agreement remains in force, and that Appendix A (Provincial Salary Scale) of this Agreement does not apply to the NVIT support staff.~~ Support staff salary: The parties agree to the following:
 - a) Effective January 1, 2013, all annual rates of pay in Article 34.1 of the NVIT/NVITEA collective agreement which were in effect on December 31, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
 - b) Effective April 1, 2013, all annual rates of pay in Article 34.1 of the NVIT/NVITEA collective agreement which were in effect on the day preceding shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
 - c) Effective September 1, 2013 or the date of tentative settlement of the local parties' Memorandum of Agreement (whichever is later), all annual rates of pay in Article 34.1 of the NVIT/NVITEA collective agreement which were in effect on the day preceding shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
 - d) Effective January 1, 2014, all annual rates of pay in Article 34.1 of the NVIT/NVITEA collective agreement which were in effect on the day preceding shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.

SCHEDULE 6

2010 – FACULTY COMMON TABLE

between

POST SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

representing those employer-members participating in the Faculty Common Table

("the Employers")

and

LOCAL UNIONS WITHIN THE FEDERATION OF POST SECONDARY EDUCATORS ("FPSE")

participating (and whose employers are participating) in the Faculty Common Table,

and

BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES' UNION ("BCGEU")

representing those of its local unions participating (and whose employers are participating) in the Faculty Common Table

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

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

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

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

1. Protected Grounds – BC Human Rights Code

Effective the date of ratification, the Employers and the Unions agree to amend the final paragraph of Article 2.2.1 Definitions as follows:

"As of this date, the grounds protected against discrimination by BC's *Human Rights Code* [R.S.B.C. 1996 c.210] are age, race, colour, ancestry, place of origin, political belief, religion, marital status, **family status**, physical or mental disability, sex, sexual orientation and, in the case of employment, unrelated criminal convictions."



2. Mediation

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

“2.3.3 Mediation

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

3. Terms of Reference for Investigators

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

“2.3.5 Terms of Reference of the Investigator

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

4. Labour Adjustment Strategies: Workplace Organization

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

5. **Donor Leave**

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

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

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

6. **Joint Committee on Benefits Administration**

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

“Training for local Joint Rehabilitation Committees.”

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

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

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

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


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

8. **Common Faculty Professional Development Fund**

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

“1. Purpose

1.1.1 The Common Faculty Professional Development Fund (“the Fund”) is in support of various types of professional development activities. Such professional development is for the maintenance and development of the faculty members’ professional

Handwritten signatures of the representatives of the Employers and the Unions.

competence and effectiveness. The purpose is to assist faculty to remain current and active in their discipline and program. The Fund is not meant to replace any existing development or educational funds.

2. Process

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

3. Fund

- 3.1** The Fund will be set at point six of one percent (0.6%) of faculty salary for each institution.
- 3.2** Any monies in the Fund not spent at the end of one fiscal year shall be carried forward to the following fiscal year.

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

9. Term

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

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

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

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

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

11. Joint Committee on Benefits Administration

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

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

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

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

12. Housekeeping

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

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



2010 – Faculty Common Table

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

2010 – Faculty Common Table

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

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

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

For the Employers:

Rob D'Angelo, Co-Chair

Anita Bleick, Co-Chair

Chris Rawson, Okanagan College

Ian Brindle, Camosun College

Gary Leier, Selkirk College

For the Unions:

Jeff McKeil, FPSE Staff

Nanci Lucas, Co-Chair, FPSE

Janet Seccia, BCGEU Staff

Stu Seifert, Co-Chair, BCGEU

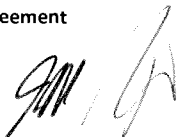
Ian McAlpine, BCGEU Local 709

Cam McRobb, BCGEU Local 707

John Turner, BCGEU Local 710

Steve Iverson, BCGEU Local 701

Anne-Marie Merkel, BCGEU Local 712



2010 – Faculty Common Table

Sheldon Clare, FACNC

Leslie Molnar, CORFA

Nolan Fretz, OCFA

Lui Marinelli, SCFA

Sheree Ronaasen, AWU

Darryl Ainsley, CCFA

Anne Cumming, NICFA

Matt Pasco, NVITEA

APPENDIX A

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



Appendix "A"

APPENDIX A PROVINCIAL SALARY SCALE

STEP	1-Jan-13 to 31-Mar-13	01-Apr-13 to 31-Aug-13	01-Sep-13* to 31-Dec-13	01-Jan-14 to 31-Mar-14
1	\$ 84,063	\$ 84,904	\$ 85,753	\$ 86,611
2	\$ 78,750	\$ 79,538	\$ 80,333	\$ 81,136
3	\$ 73,354	\$ 74,088	\$ 74,829	\$ 75,577
4	\$ 70,352	\$ 71,056	\$ 71,767	\$ 72,485
5	\$ 67,775	\$ 68,453	\$ 69,138	\$ 69,829
6	\$ 65,199	\$ 65,851	\$ 66,510	\$ 67,175
7	\$ 62,622	\$ 63,248	\$ 63,880	\$ 64,519
8	\$ 60,045	\$ 60,645	\$ 61,251	\$ 61,864
9	\$ 57,468	\$ 58,043	\$ 58,623	\$ 59,209
10	\$ 54,891	\$ 55,440	\$ 55,994	\$ 56,554
11	\$ 52,315	\$ 52,838	\$ 53,366	\$ 53,900

* or the date of tentative settlement of the local parties' Memorandum of Agreement (whichever is later).