

COLLECTIVE AGREEMENT

between

**BOARD OF GOVERNORS OF
COLLEGE OF THE ROCKIES**

and

**THE COLLEGE OF THE ROCKIES
FACULTY ASSOCIATION**

April 1, 2004 to March 31, 2007

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
1	TERM OF AGREEMENT	1
2	INTERPRETATION AND DEFINITIONS	2
2.1	Singular/Plural	2
2.2	Definitions	2
2.2.1	Regular Full-Time Employee	2
2.2.2	Regular Part-Time Employee	2
2.2.3	Non Regular Employee	3
2.2.4	Term Employee	3
2.2.5	Auxiliary Employee	3
2.2.6	Exempt Employees	3
2.2.7	Probationary Period	3
2.2.8	Regularization of Non-Regular Employees	3
2.3	Applicability of Articles/Clauses per the aforementioned defined employees	4
3	ASSOCIATION MEMBERSHIP AND RIGHTS	4
3.1	Association Membership	4
3.1.1	Maintenance of Membership	4
3.1.2	Dues	5
3.1.3	Picket Lines	5
3.1.4	Leave for Faculty Association Business	5
3.2	Contracting Out	6
4	MANAGEMENT RIGHTS	7
5	WORKING CONDITIONS	7
5.1	Duties and Responsibilities of an Employee	7
5.2	Duty Time	7
5.2.3	Non-instructional Duty Time	8
5.3	Duty Schedule	8
5.4	Professional Development	9
5.4.1	Purposes of Professional Development	9
5.4.2	Professional Development Duty Days	9
5.4.3	Professional Development Assignments	9
5.4.4	Faculty Development Funds	10
5.5	Instructor's Diploma or Equivalent	11
5.6	University Studies and Career/Technology Program/ Course/Instructional Assignments	13
5.6.1	Contact Hour Defined	13
5.6.2	Contact Hours Per Duty Year	13
5.6.3	Contact Hours Per Duty Week	13
5.6.4	Preparation Hours Per Week	13
5.6.5	Students Per Instructor	13
5.7	Vocational Program/Course/Instructional Assignments	14
5.7.1	Assigned Duty Period	14

5.7.2	Definition of a Contact Hour re Vocational Courses/Programs	14
5.7.3	Lecture Hours Per Week	14
5.7.4	Vocational Student Contact Hours Per Week	14
5.7.5	Compensatory Time Off	15
5.7.6	986 Clause	15
5.7.7	Unsafe Conditions	15
0.0	Contact Hours re Melded (University Studies and Career/Technology, and Vocational Programs/Courses) Instructional Assignments	15
5.9	Travel Duties	16
5.9.1	Standard Travel Time	16
5.9.2	Travel to Instruct University Studies and Career/Technology Programs/Courses	16
5.10	Program Coordinator Duties	16
5.10.1	Assignment of Duties	16
5.10.2	Release Time	16
5.11	Department Head Duties	17
5.11.1	Assignment of Duties	17
5.11.2	Release Time	17
5.12	Harassment	17
5.12.1	Sexual Harassment	17
5.12.2	Personal Harassment	18
5.12.3	Retaliation	18
5.12.4	Process/Proceedings	18
5.13	Human Rights	19
6	SELECTION AND APPOINTMENT	19
6.1	Selection	19
6.1.2	Advertising Positions	20
6.1.3	Search Committee	20
6.2	Selection of a Program Coordinator	21
6.3	Term of Appointment of a Program Coordinator	21
6.4	Selection of a Department Head	21
6.5	Term of Appointment of a Department Head	22
6.6	Right of First Refusal/Conversion to Regular Full-Time	22
6.6.1	Regular Part-Time Employee	22
6.6.2	Non Regular Employee	22
6.7	Voluntary Workload Reduction	23

7	SALARIES AND PREMIUMS	24
7.1	Salary Schedule	24
7.2	Salary Schedule for Auxiliary Faculty	25
7.3	Increments	26
7.4	Application of Salary Schedule	27
7.4.1	Initial Placement	27
7.5	Hourly Premium	28
8	REIMBURSABLE EXPENSES	28
8.1	Travel Expenses	28
8.1.1	Reimbursement	28
8.1.2	Vehicle	28
8.1.3	Vehicle Insurance	28
8.1.4	Accommodation and Other Expenses	29
9	EMPLOYEE BENEFITS	29
9.1	Eligibility for Benefits	29
9.2	Annual Vacation	29
9.3	General (Statutory) Holidays	30
9.4	Superannuation	30
9.5	Sick Leave	30
9.6	Short and Long Term Disability	31
9.7	Group Life Insurance/Accidental Death and Etc.	32
9.8	Health Insurance	32
9.9	Dental Insurance Plan	32
9.10	Vision Care (Optical Plan)	32
10	EMPLOYEE EVALUATION and PERFORMANCE REVIEW	33
10.1	a) Evaluation b) Performance Review	33
10.2	Evaluation Process	33
10.3	Evaluation Data	34
10.4	Performance Review Process	34
10.5	Performance Review Committee	34
10.6	Deteriorating Performance	35
10.7	Department Head/Coordinator Evaluation	35
11	LEAVES OF ABSENCE FROM DUTY	35
11.1	General	35
11.2	Continuance of Group Benefits	35
11.3	Maternity/Legal Adoption Leave	36
11.3.1	Written Application	36
11.4	Jury Duty and Court Appearance	36
11.5	Compassionate Leave	36
11.6	General Leave of Absence Without Pay for a Regular Employee	36
11.7	Political Leave	37
12	TRANSFER OF EMPLOYEES	37
12.1	Transfer Conditions	37
12.2	Transfer Moving Expenses	38

13	EMPLOYEE LAYOFF AND RECALL, UNSATISFACTORY SERVICE AND TECHNOLOGICAL CHANGE	38
13.1	Layoff and Recall of Regular Employees	38
13.1.1	Advance Notification	38
13.1.2	Association Recommendations	39
13.1.3	Reduction Sequence (Employee Functional Areas)	39
13.1.4	Seniority	42
13.1.5	Reassignment	42
13.1.6	Notice of Layoff	42
13.1.7	Retraining	42
13.1.8	Personnel Records	43
13.1.9	Severance Pay	43
13.1.10	Recall	43
13.2	Technological Change	44
14	COPYRIGHT	45
15	PERSONNEL FILES	45
16	LEGAL INDEMNIFICATION	46
17	OCCUPATIONAL HEALTH & SAFETY	46
18	STUDENT COMPLAINTS	46
19	UNSATISFACTORY SERVICE	46
20	DISCIPLINE	47
21	GRIEVANCE PROCEDURE	47
21.1	Intent of Article	47
21.2	Steps	48
21.3	Policy Grievance	49
21.4	Arbitration	49
21.5	Time Limits Extension	49
	SIGNING PAGE	50

Letters of Understanding re:

Regular Sessional and Regular Sessional Part-time Employees	51
Early Retirement Incentive Program	54
Deferred Salary Leave Program	56
University Studies and Career Technical Pilot	
Project Preparation Hours Per Week	57
Distributed Learning	58
Flexible Configurations of Work	59
Courses Offered Through Institutes or Community Development	61
Role of Contract Employees	62
Second Functional Areas	63
Committee on Student Complaints	64
Evaluation and Performance Review Criteria	65
Establishment of the Post Normal Retirement Date (PNRD)	
Auxiliary Category of Employment	67
Memorandum of Understanding – Department Heads	69

THIS AGREEMENT is effective as of 2004 April 01.

BETWEEN: The College of the Rockies, of the City of Cranbrook, in the Province of British Columbia,

(hereinafter called "the College")

OF THE FIRST PART;

AND: The College of the Rockies Faculty Association, of the City of Cranbrook, in the Province of British Columbia,

(hereinafter called "the Association" or CORFA)

OF THE SECOND PART.

WHEREAS the College is an employer within the meaning of the Labour Relations Code:

AND WHEREAS the Faculty Association is a trade union within the meaning of the Labour Relations Code and is the bargaining agent for that group of college employees engaged as Regular Full-Time, Regular Part-Time, Term and Auxiliary faculty as defined herein.

NOW THIS AGREEMENT WITNESSETH that the parties hereto agree each with the other as follows:

1 TERM OF AGREEMENT

1.1 This Agreement shall be for the period commencing 2004 April 01, and terminating 2007 March 31.

1.2 In the event that either or both parties have given notice to commence collective bargaining according to the procedures specified in the Labour Relations Code, and collective bargaining extends beyond the anniversary date of this Agreement, this Agreement shall remain in effect during the period of collective bargaining.

1.3 Both parties to this agreement shall to the best of their ability ensure that the Terms herein agreed to are not contravened.

2 INTERPRETATION AND DEFINITIONS

2.1 Singular/Plural

2.1.1 In this Agreement, unless context otherwise requires, words importing the singular number shall include the plural number; and vice versa.

2.2 Definitions

Upon the first working day of the month following ratification of this Agreement, the categories of employees are defined as follows:

2.2.1 **REGULAR FULL-TIME EMPLOYEE**

An employee who has full-time equivalent duty [i.e., an average of thirty-five (35) duty hours/week] as per Article 5.2, and is employed twelve (12) consecutive months per year, every year.

An employee becomes a Regular Full-time employee by:

being assigned full-time equivalent duty with the expectation by the College of such duty being continuous from year to year,

OR

through the provisions of Article 6.6.1, working as a Regular Part-time employee at full-time equivalent duty for twenty-four (24) continuous months.

2.2.2 **REGULAR PART-TIME EMPLOYEE**

An employee who has minimum duty of at least (50%) fifty percent [i.e., an average of seventeen and a half (17.5) duty hours/week] of an equivalent full-time workload, but no more than one hundred percent (100%) of an equivalent full-time duty as per Article 5.2, and is employed twelve consecutive months per year, every year.

An employee becomes a Regular Part-time employee by:

being assigned a workload of at least (50%) fifty percent [i.e., an average of seventeen and a half (17.5) duty hours/week] of an equivalent full-time workload, but less than (100%) one hundred percent of equivalent full-time duty as per Article 5.2, with the expectation by the College of such duty being continuous from year to year

OR

being regularized through the provisions of Article 2.2.8.

2.2.3 **NON REGULAR EMPLOYEE**

A non-regular employee is either a Term or an Auxiliary employee.

2.2.4 **TERM EMPLOYEE**

An employee hired to temporarily replace a Regular employee at fifty percent (50%) *up to one hundred percent (100%)* of a full-time equivalent workload for a minimum of three months, or an employee hired to fill a non-recurring position with a minimum of sixty percent (60%) workload *up to one hundred percent (100%) of a full-time equivalent workload* for a minimum of three consecutive months to a maximum of ten consecutive months. A term employee will have a specific term of employment with a start and end date.

2.2.5 **AUXILIARY EMPLOYEE**

An employee in the bargaining unit who does not meet the definitions for Regular or Term Employees.

2.2.6 **EXEMPT EMPLOYEES**

General interest instructors, contract instructors, program assistants, tutors and markers are not included in the bargaining unit.

0.0.0 **PROBATIONARY PERIOD**

All employees shall serve one twelve month probationary period in the bargaining unit. An employee who has a break in bargaining unit service of thirty-six (36) months or greater may be required by the College to serve a further twelve month probationary period.

1.0.0 **Regularization of Non-Regular Employees**

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

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

OR

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

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

- 0. An appointment year is the period from July 1 of one year to June 30 of the next year.
- 1. When considering the current appointment year the workload review shall include anticipated workload beyond May 15 up to June 30.
- 2. To qualify as workload, the employee's work must be all at one campus of the College.

2.3 Applicability of Articles/Clauses per the aforementioned defined employees

- 2.3.1 The articles in this Agreement only apply to those aforementioned defined employees (Regular Full-Time, Regular Part-Time, Term, Auxiliary) which are specifically mentioned in said article(s)/ clause(s).

3 ASSOCIATION MEMBERSHIP AND RIGHTS

3.1 Association Membership

The College recognizes the Association as the exclusive bargaining agent for all Instructors, Librarians, Counsellors, First Nations Coordinator, Coordinator Learning Resources, Learning Specialist, Disability Services Coordinator, *E-Learning Specialist and Educational Advisors* employed by the College except those specifically excluded from the bargaining unit as per clause 2.2.6.

3.1.1 Maintenance of Membership

- 3.1.1.1 Faculty members covered by the certification who, at the date of ratification, were members of CORFA shall maintain their membership in good standing as a condition of continuing employment.

From the ratification date of this Agreement new faculty members covered by the certification shall become members of CORFA on the first day of the calendar month following the commencement of their employment and shall maintain membership in good standing in CORFA as a condition of continuing employment.

- a) The Faculty Association agrees to provide the College with a dues authorization form on CORFA letterhead.
- b) The CORFA undertakes to provide the Payroll Department with thirty (30) calendar days advance notice of any change to the amount of dues/assessments.

3.1.2 Dues

3.1.2.1 The College agrees to deduct from the salary of an employee covered by this Agreement the amount of the Faculty Association's dues determined in accordance with the Faculty Association's bylaws. This sum will be transmitted to the Faculty Association without delay, along with a list of the names of those employees from whose wages the dues have been deducted, their employment status, and the amount of dues currently being deducted from each employee.

3.1.3 Picket Lines

3.1.3.1 An employee who chooses not to cross a legal picket line as outlined by the Labour Relations Code, shall not be subject to disciplinary action by the College. However, the employee shall forfeit pay and benefits for the length of time during which he/she is absent from duty.

3.1.4 Leave For Faculty Association Business

3.1.4.1 Designated representatives of the Association shall report to and make arrangements with their respective supervisors when it becomes necessary for them to be absent from duty, with pay, for the purpose of carrying on negotiations with the College and/or attending any mutually agreed upon meeting and/or proceeding connected with management-employee relations. Reasonable efforts shall be made to schedule such negotiations and labour/management meetings or proceedings at a time that does not conflict with the teaching duties of the designated representative.

3.1.4.2 With the approval of the Senior Instructional Officer, designated representatives of the Association may be granted leaves of absence without pay, to fill a *FPSE* position, to attend conventions, conferences and meetings in connection with Association affairs. It is understood that such leaves of absence shall be mutually agreed upon by the Senior Instructional Officer and the Association.

3.1.4.3 An employee elected or appointed to fill a full-time position in the *Federation of Post-Secondary Educators*, or any successor organization, may be granted a leave of absence, with pay. Such leaves will not be unreasonably withheld. The employee will remain on the payroll of the College without loss of salary, benefits, or seniority, and shall return to a comparable position at the end of her/his leave. *FPSE* shall reimburse the College for the cost of replacing the employee.

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

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

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

(b) The employee designated for release time shall continue to receive full salary and benefits from the College subject to the approvals of the carriers of the College's benefit plans. The College will provide 25% release time (1/4 FTE as per the Common Agreement). The Association will purchase the additional release time at replacement cost.

(c) To facilitate the administration of the aforementioned, the College shall continue to provide applicable salary and benefits to the employee as per 3.1.4.4 (b) and will invoice the Association in full on the first day of each month.

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

3.2 Contracting Out

Subject to clause 2.2.6, the work normally performed by bargaining unit members, as outlined in clause 5.1, shall not be contracted out unless prior written agreement is reached between the Employer and the Association.

4 MANAGEMENT RIGHTS

4.1 Except as otherwise provided in this Agreement, the College or its delegated officers have exclusive control over the management, supervision and administration of the College and the direction of the employees covered by this Agreement.

5 WORKING CONDITIONS

An employee is required to report all planned or unplanned absences from a designated place of duty to the immediate supervisor and/or Human Resources Development Department.

5.1 DUTIES AND RESPONSIBILITIES OF AN EMPLOYEE

An employee's commitment to the College may encompass either instructional or non-instructional duties and responsibilities. The duties and responsibilities, assigned to an employee by the Dean/ delegate, may include, as applicable: instructional assignments; course program and curriculum preparation; review and assessment of courses, programs and curricula; student contact; marking; assessing; development of teaching aids and instructional materials; student screening; 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 (206) 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 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.* For a regular employee, the duty week will normally be Monday to Friday. A regular instructor may be assigned duties on either a Saturday or a Sunday, but not on both. Unless mutually agreed, a regular employee shall not be assigned duties to either a Saturday or Sunday if another qualified employee is available.

6.6.2 Non-instructional Duty Time

5.2.3.1 Regular Employees

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

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

5.4.2 Professional Development Duty Days

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

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

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

- 1.0.0.0 All Regular employees shall submit a proposed schedule of professional development duty days as per article 9.2.4. At least one (1) month prior to the professional duty days being approved and undertaken, the Regular employee and the Dean/delegate will review the proposed schedule and discuss professional development objectives and priorities, and the employee will complete a form provided by the College in order to identify professional development objectives and priorities to be undertaken. Approval or amendment of the schedule and assignments will be determined by the Dean/delegate on the basis of consistency with the purposes described in article 5.4.1.1, the objectives discussed, the needs of the College, the availability of resources, and the merits of the request.
- 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.
- 5.4.3.3 The "satisfactory" evidence referred to in Article 5.4.3.2 above, for all professional development assignments will be compiled annually in an anecdotal form report by the Senior Instructional Officer/delegate. The purpose of this report, which shall include cost, shall be to monitor professional development efficacy vis-a-vis Article 5.4.1. This report will be made available to the President of the College and to the Faculty Association.
- 5.4.4 **Faculty Development Funds**
- 5.4.4.1 The College agrees to provide funding in support of professional development for faculty as follows:
- 5.4.4.2
- 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.

8.1.1.1 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.

5.4.4.4 For clarification of Article 5.4.4, 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

5.5.1 In order to ensure that instructors are up-to-date in instructional processes and professional skills, completion of the Provincial (B.C.) Instructors Diploma Program, the Native Adult Instructors Diploma, or their equivalent is highly recommended for all regular instructors.

5.5.2 Instructing credentials and experience are complementary. Therefore in order to develop instructional credentials as well as experience, regular instructors appointed on or after 1990 October 01, shall complete the Instructor's Diploma Program or have demonstrated its equivalence within three years after the date of appointment. For the purposes of this Article, an equivalent credential to the Instructor's Diploma Program shall be:

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

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

OR:

- (ii) Experience as a teaching assistant in a post-graduate university or polytechnic program, or as a teacher in a secondary school, or as an instructor in another college or institute, or as a trainer/instructor in a corporation, agency or government service, or as an instructor at College of the Rockies or a combination of any of the foregoing provided that the experience is:
 - a) of one year full-time experience or equivalent duration and;
 - b) has been augmented by studies at a post-secondary institution of ninety (90) accumulated course hours or its equivalent in instructional or pedagogical methodology and theory based on such as the following:
 - curriculum design
 - instructional skills and techniques
 - learning theory
 - adult education theory
 - evaluating students
 - evaluating the effectiveness of instruction

5.5.3 Where an employee completes the Instructor's Diploma Program or its 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 I.D. Program or its equivalent.

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

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

5.5.4 A regular employee enrolled in the Instructor's Diploma Program, or an equivalent program as adjudicated by the Senior Instructional Officer, 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), 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 Assigned instruction re University Studies and Career/Technology program/courses shall not normally exceed four hundred and eighty (480) contact hours per duty year.
- 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
 - 5.6.4.1 An instructor will not be required to prepare more than nine (9) distinctly different lecture-form contact hours of instruction per week for University Studies and/or Career/Technology lecture courses.
- 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).

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.

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

9.5.5 English Language Training Instructors will not be assigned more than twenty-two and a half (22.5) hours of lecture time as defined in Article 5.7.2 (a) per week averaged over the assigned duty period. Other Vocational Instructors will not be assigned more than eighteen (18) hours of lecture time as defined in Article 5.7.2 (a) per week over the assigned duty period.

9.5.6 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 – 28 hours

- b) For Applied Business Technology, Directed-Study/Self-Paced Access Education, including Fundamental programs, and other vocational programs with similar instructional delivery– 25 hours. Included within those 25 hours will be a maximum of 2.5 hours per week of vocational student contact hours as defined in Article 5.7.2 (e).
- c) For Semesterized Access Education and other vocational programs with similar instructional delivery, Resident Care/Home Support Attendant, Practical Nursing, Dental Assistant, Access Education Transitions, English Language Training, Child, Youth, and Family Studies Program, the Mountain Activity Skills Program, Adventure Tourism Business Operations, and the Computer Support Technician Programs – 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 25 and the Instructor works an average of 30 such hours in the assigned duty period the Instructor will bank 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 986 (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.

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

5.8.1 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

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)
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 Coordinator Duties

5.10.1 Assignment of Duties

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

5.10.2 Release Time

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

5.11 Department Head Duties

5.11.1 Assignment of Duties

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

5.11.2 Release Time

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

5.12 Harassment

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.

6 SELECTION AND APPOINTMENT

6.1 Selection

- 6.1.1 When possible, a term employee will be given a minimum of one (1) month's notification, prior to the expiration of his/her current appointment, as to whether or not he/she will be re-employed within the following six (6) months and under what conditions.
- 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 the College. A position will be defined as vacant when no bargaining unit member has a right of first refusal to the work.
- 6.1.2.2 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.
- 6.1.3 Search Committee
- 6.1.3.1 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,
 -) 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 of a Program Coordinator

6.2.1 Each vacancy with a full job description shall be advertised within the College.

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

6.3 Term of Appointment of a Program Coordinator

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.

6.4 Selection of a Department Head

6.4.1 Each vacancy with a full job description shall be advertised within the College.

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

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

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.

6.5 Term of Appointment of a Department Head

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

6.6 **Right of First Refusal/Conversion to Regular Full-Time**

6.6.1 A Regular Part-time employee shall have the initial right of first refusal for additional work assignments provided s/he is qualified to fulfill the responsibilities of the additional work assignment(s), and the additional work assignment(s) are available at the same campus where the Regular Part-Time employee normally fulfills his/her work commitment(s). The temporary workload increase shall not exceed (100%) one hundred percent of equivalent full-time duty as per Article 5.2. Subject to the aforementioned, the employee's salary and all ancillary benefits will then become adjusted/pro-rated only for the duration of time the additional work assignment(s) is undertaken.

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

6.6.2 (a) A Non-Regular employee who has been selected for appointment per Article 6 shall have the right of first refusal for additional Auxiliary work assignments provided s/he is qualified to fulfill the responsibilities of the additional work assignment(s), and the additional work assignment(s) are available at the same location where the Non-Regular employee is fulfilling his/her current work commitment(s). The temporary workload increase shall not exceed (100%) one hundred percent of equivalent full-time duty as per Article 5.2.

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

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

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

6.6.2.1 In situations as per 6.6.2 above, where more than one Non-Regular employee is claiming a right of first refusal, the determining factor for that right shall be based upon date of first appointment with the College. Seniority will not be lost if a break of service of not more than 20 months occurs.

1.1.1.1 The employer will maintain a record of time worked by Non-Regular employees at the College for the purposes of right of first refusal and regularization. The employer will also maintain a record of time worked by Regular Part-time and Regular Sessional employees for the purpose of right of first refusal and conversion to Regular Full-time.

1.1.1.2 By *June 30, 2005*, the College will post, on the Intranet, a list of Regular Part-time, Regular Sessional and Non-Regular employees for use in establishing the right of first refusal for additional work at a campus. *This list will be updated on June 30 every year thereafter.*

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

6.7 VOLUNTARY WORKLOAD REDUCTION

6.7.1 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.

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.

7 SALARIES AND PREMIUMS

0.0 Salary Schedule

NOTE: A term employee is paid at the appropriate step on the following schedule plus an additional 16% in lieu of annual vacation.

7.1.1 Effective April 1, 2003

STEP	YEAR	MONTH	SEMI-MONTH	DAY	HOUR
1	73,257	6,104.75	3,052.38	280.79	40.11
2	68,238	5,686.50	2,843.25	261.56	37.37
3	65,445	5,453.75	2,726.88	250.85	35.84
4	63,048	5,254.00	2,627.00	241.66	34.52
5	60,651	5,054.25	2,527.13	232.47	33.21
6	58,254	4,854.50	2,427.25	223.29	31.90
7	55,857	4,654.75	2,327.38	214.10	30.59
8	53,460	4,455.00	2,227.50	204.91	29.27
9	51,063	4,255.25	2,127.63	195.72	27.96
10	48,666	4,055.50	2,027.75	186.54	26.65

Effective April 1, 2006

STEP	YEAR	MONTH	SEMI-MONTH	DAY	HOUR
1	75,674	6,306.17	3,153.08	291.05	41.58
2	73,257	6,104.75	3,052.38	280.79	40.11
3	68,238	5,686.50	2,843.25	261.56	37.37
4	65,445	5,453.75	2,726.88	250.85	35.84
5	63,048	5,254.00	2,627.00	241.66	34.52
6	60,651	5,054.25	2,527.13	232.47	33.21
7	58,254	4,854.50	2,427.25	223.29	31.90
8	55,857	4,654.75	2,327.38	214.10	30.59
9	53,460	4,455.00	2,227.50	204.91	29.27
10	51,063	4,255.25	2,127.63	195.72	27.96
11	48,666	4,055.50	2,027.75	186.54	26.65

Semi-Month = Year divided by 24
 Month = Semi-month multiplied by 2
 Day = Year divided by (260)
 Hour = Day divided by 7

7.2 Salary Schedule for Auxiliary Faculty

7.2.1 SALARIES AND PREMIUMS
Effective April 1, 2003

STEP	HOUR (BASE) + 4% Vacation Pay + 4% Benefits Pay = HOUR (TOTAL)			
9	\$27.96	1.12	1.12	\$30.20
8	29.27	1.17	1.17	31.61

0.0.0.0 Auxiliary faculty placement on salary schedule shall be per:

Step 9	Probationary/ Inexperienced	Qualified for position and has less than 180 hours of teaching experience.
Step 8	Experienced with formal Teaching Methodology	Qualified for position and has 180 hours or more of teaching experience or has completed a Teaching Methodology Program approved by the Senior Instructional Officer.

Effective April 1, 2006

7.2.1 *Salary Schedule for Auxiliary Faculty*

STEP	HOUR (BASE) + 4% Vacation Pay + 4% Benefits Pay = HOUR (TOTAL)			
10	\$27.96	1.12	1.12	\$30.20
9	29.27	1.17	1.17	31.61
9+	29.95	1.20	1.20	32.35

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

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

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

7.2.2 Employment of Auxiliary Faculty

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

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

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

OR

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

7.2.2.2 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.

7.2.3 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;

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;

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

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: 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; the increment date of an employee who commenced employment after the fifteenth (15th) day of any month shall be the first (1st) day of the month following. For an employee whose increment date has previously been established as July 01, there shall be no change in his/her increment date.

- 7.3.2 Service as a term employee may result in a delay and alteration of the increment dates so that the employee receives his/her increment at the beginning of the month following the month in which the equivalent of two hundred and six (206) full-time assigned duty days have been accumulated.
- 7.3.3 Increment dates shall be delayed, and altered accordingly, if an employee is absent from duty without pay except as per 7.3.4. The period of delay shall be one (1) month for each month of absence or any portion thereof exceeding ten (10) working days.
- 7.3.4 Increment dates will not be delayed for such periods, during leaves of absence without pay, when the purpose of the leave is related to the employee's normal duties and responsibilities, and when so approved at the time the leave is granted.
- 7.3.5 In the case of absence because of illness, no change in the increment date shall be made for absences totaling sixty (60) or fewer assigned duty days in any contract year after the expiration of usable sick leave.
- 7.3.6 Absence from duty with pay will not result in a delay in increments.
- 7.3.7 The increment date cannot be advanced.
- 7.4 Application of Salary Schedule
- 7.4.1 Initial Placement
- 7.4.1.1 Nothing in this agreement shall prevent a prospective employee from being hired at a salary above the minimum required by this Article.
- 7.4.1.2 In the determination of initial step placement on the salary schedule for each employee one (1) step will normally be credited for every year of relevant full-time teaching experience. Consideration will be given to other related work experience, and further consideration will be given to relevant educational attainment which is in excess of the accreditation normally required for the position, e.g., advanced degrees in a relevant subject area, Instructor's Diploma, Teaching Certificate.
- 7.4.1.3 The onus is on the prospective employee to submit, prior to appointment, documentation in proof of instructional/work experience for credit.
- 7.4.1.4 The Association shall be advised of the name and initial placement of all employees upon confirmation of appointment.

7.4.1.5 An employee who feels that an anomaly or inequity exists in his/her initial placement on the salary schedule may, within ninety (90) working days of his/her initial placement, request a review by the President of the Association and the appropriate Dean of Instruction/Manager.

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

7.5 Hourly Premium

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

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, a personal vehicle shall be used for College business. However, if such a vehicle is not reasonably available, 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.

1.1.1 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.

9 EMPLOYEE BENEFITS

9.1 Eligibility for Benefits

9.1.1 Regular Full-Time Employees

9.1.1.1 A Regular Full-Time employee is entitled to all employee benefits under Article 9 unless otherwise specified.

9.1.2 Term Employees

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

9.1.3 Auxiliary Employees

9.1.3.1 An auxiliary employee is not entitled to any employee benefits under Article 9 unless otherwise specified.

9.1.3.2 An auxiliary employee is entitled to four percent (4%) payment in lieu of benefits.

9.1.4 Regular Part-Time Employees

9.1.4.1 A Regular Part-Time employee, as per Article 2.2, will have the option to participate in the Group Health and Dental Benefits Plan; in which case, the premiums will be pro-rated.

9.2 Annual Vacation

9.2.1 Entitlement

9.2.1.1 The annual vacation entitlement for all Regular employees shall be forty-four (44) working days pro-rated where applicable.

- 9.2.2 Christmas Vacation
- 9.2.2.1 A Christmas vacation shall be scheduled for regular employees for all working days inclusive of the time frame December 25 to January 1. This vacation shall be part of the annual vacation defined in 9.2.1, unless the employee has been assigned duties as per Article 5.3.1 during those days.
- 9.2.3 The annual vacation entitlement will normally be taken during the calendar year.
- 9.2.4 To facilitate the approval by the appropriate Dean/delegate, of a vacation request and/or a professional development duty day request (if eligible per Article 5.4.2.1); each employee shall complete and submit an annual proposed schedule, on a form provided for this purpose by the College, by March 15th of the year in which the vacation and/or professional development duty days are to be taken.
- 9.2.5 A term employee will be paid sixteen percent (16%) of his/her salary in lieu of the annual vacation entitlement.
- 9.2.6 An auxiliary employee will be paid annual vacation pay in the amount of four percent (4%) calculated on the employee's total wages earned during the employment period.
- 9.3 General (Statutory) Holidays
- 9.3.1 Approved general (statutory) holidays are as follows: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and B.C. Day.
- 9.4 Superannuation
- 9.4.1 All employees are eligible for pension coverage in accordance with the College Pension Act.
- 9.5 Sick Leave
- 9.5.1 *Effective April 1, 2002, all regular employees and term employees who are employed for four (4) months or more are entitled to sick leave at 100% for the first thirty (30) calendar days of illness or injury. Regular employees shall retain any sick leave banks accrued prior to April 1, 2002.*

- 9.5.1.1 A term employee *who is employed for less than a four (4) month period* shall earn and accumulate sick leave credits at the rate of one and one half (1 1/2) days per month to a maximum which the appointment allows. Accumulated sick leave credits shall not be transferable from appointment to appointment.
- 9.5.2 The appropriate Dean/delegate may grant a *term* employee up to a maximum of five (5) days sick leave prior to his/her having earned same subject to the advance being deducted from future credit.
- 9.5.3 Absences for sickness in excess of five (5) days in the same month will require validation by a physician.
- 0.0.0 An illness or injury suffered during a vacation or leave which results in confinement under a physician's care for a period of five (5) days or more in the same month is claimable against sick leave entitlement. Such illness/injury will require validation by a physician. In such circumstances the employee's vacation or leave may be extended for the period of the confinement on the approval of the President or his/her delegate.
- 0.0 *Short and Long Term Disability*
- 0.0.0 *A regular employee or a term employee who is employed for four (4) months or more who has been in receipt of sick leave for thirty (30) calendar days shall be eligible to receive short-term disability (STD) benefits which will pay at seventy percent (70%) weekly indemnity for a period of up to twenty-one (21) weeks.*
- 0.0.0.0 *An employee who has retained a sick leave bank accrued prior to April 1, 2002, may choose to utilize any or all of that bank after the first thirty (30) days of illness or injury. Instead of drawing STD benefits, those employees with banked sick leave, can use those days and be paid at one hundred percent (100%) of their weekly salary until such time as his/her sick leave bank is depleted, s/he returns to work, or s/he is eligible for long-term disability (LTD) benefits.*
- 1.0.0 *After twenty-one (21) weeks of STD or sick leave used as in 9.6.1.1, the employee shall be eligible to receive LTD benefits in accordance with the Common Agreement LTD plan.*
- 2.0.0 *The College shall pay one hundred percent (100%) of the STD and LTD premiums for eligible employees (including those on Parental Leave or the first eight (8) weeks of Compassionate Care Leave).*

3.0.0 *An employee on an approved leave of absence without pay for a period of two years or less (general leave, educational leave, leave for public duties, or deferred salary leave) shall pay the premiums for the STD and LTD benefits unless s/he is granted an exemption from the Common Disability Benefits Plan.*

9.7 Group Life Insurance/Accidental Death and Etc.

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.

9.8 Health Insurance

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

9.8.2 The College shall pay one hundred percent (100%) of the premium cost for the extended Health Care Insurance plan, except as per 9.1.4.1.

9.9 Dental Insurance Plan

9.9.1 The College will pay one hundred percent (100%) of the premiums for a dental insurance plan, except as per 9.1.4.1.

9.10 Vision Care (Optical Plan)

9.10.1 The College shall provide a Vision Care (Optical Plan) for regular employees.

9.10.1.1 The Vision Care (Optical Plan) shall provide for \$200 (two hundred dollars) per family member every two (2) calendar years. The College shall pay one hundred percent (100%) of the premium cost, except as per 9.1.4.1. Eligible family members include a spouse and unmarried dependent children as defined in the policy with the benefit carrier.

10 EMPLOYEE EVALUATION and PERFORMANCE REVIEW

10.1 (a) Evaluation

Evaluation is a summative process, the outcome of which is to assess an employee's suitability for reappointment or continuing appointment. The process also provides the employee with information that will enable him/her to improve job skills and effectiveness.

(b) Performance Review

Performance Review is a faculty driven, formative process. It is expected that post-probationary faculty will meet the College's performance criteria and engage in professional development as a matter of course. The performance development process should facilitate their further development as competent, conscientious professionals.

7.2 Evaluation Process

- (a) The appropriate Dean/Manager will evaluate a probationary employee in an all-inclusive way at least once during the probation period.
- (b) A post-probationary non-regular employee may be evaluated on an annual basis or less often as opportunity allows, as determined by the Dean/Manager. An employee's last evaluation prior to regularization per Article 2.2.8 must be satisfactory. Such an employee will be deemed to have a satisfactory evaluation if the College has not undertaken one.
- (a) The Dean/Manager will extend the probationary period of an employee for one additional year when:
 - (i) S/he has conducted an all inclusive evaluation of the employee and
 - (ii) S/he has reached the conclusion that the employee's performance is unsatisfactory, but, in her/his opinion, it is probable the employee's performance will reach a satisfactory level by the end of the extended probationary period. In such a circumstance, the Dean/Manager will clearly specify the deficiencies, and, with the employee, will develop an action plan for performance improvement.
- (b) An employee shall be advised in advance, both with respect to the employer's intention to conduct a formal evaluation, and the procedure by which it is to be conducted.

10.3 Evaluation Data

The employee shall be offered the opportunity to review, with the appropriate Dean/Manager, her/his evaluation data and report. The employee shall also be given the opportunity to make written comments about his/her evaluation, which shall be entered in the personnel file.

10.4 Performance Review Process

The College and the Faculty Association *have co-developed the current Performance Review Process and agree to maintain a co-development approach to any revisions to that Process.*

A post-probationary employee shall participate in the Faculty Performance Review Process once every four (4) years. The Dean/Manager will initiate the review process at the beginning of the four (4) year cycle. At this meeting, the Dean/Manager and the employee will agree on the employee's goals for the cycle and the sources of information and student feedback to be gathered.

In the absence of an all-inclusive performance review in a given year, the employee's performance shall be deemed to be satisfactory.

10.5 Performance Review Committee

10.5.1 If, on the basis of performance review, a second opinion is deemed necessary by either the employee or the Dean/Manager, the employee or the Dean/Manager may ask for a mutually agreed upon third party to assist them to develop an action plan to address their differences.

Such a plan must be in writing, signed by both the employee and the Dean/Manager, and, unless mutually agreed, developed within 5 duty days of the request for assistance. If neither asks for third party assistance, the matter shall be referred to a Performance Review Committee.

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

Notice of the establishment of such a Committee will be provided to the President of the Faculty Association.

- 10.5.3 The Performance Review Committee, established per article 10.5.2 will review the formal performance review portfolio in reference to Performance Review Criteria (developed pursuant to the Letter of Understanding re. Evaluation and Performance Review Criteria), and will forward their conclusions to the President.
- 10.6 If, at any point during the four (4) year cycle, the Dean/Manager has any reason to believe the employee's performance has deteriorated to an unsatisfactory level, the Dean/Manager, the employee, and a mutually agreed upon third party will develop an action plan, including timelines, to address the concern(s), utilizing tools, procedures and criteria similar to those used in the evaluation process. This process and action plan constitute an evaluation per Article 19.
- 10.7 Department Head/Coordinator Evaluation
- 10.7.1 The College and the Faculty Association shall co-develop an Evaluation process for Department Heads and Coordinators.
- 10.7.2 The appropriate Dean of Instruction will complete the evaluation of a Department Head or a Coordinator within three (3) months prior to the end of the probationary period.
- 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 Maternity/Legal Adoption Leave
- 11.3.1 Written Application
- 11.3.1.1 Maternity/legal adoption leave will be granted per Part 7 (Maternity Leave) of the Employment Standards Act on written application to the appropriate *Dean/delegate*.
- 11.3.1.2 The written application for maternity leave will be supported by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child.
- 11.3.1.3 The employee applying for adoption leave shall furnish proof of legal adoption of a child.
- 11.3.1.4 If the leave will affect part or all of any semester, the employee shall give as much notice as possible to allow satisfactory arrangements to be made to cover any duties involved.
- 11.4 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 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
- 11.5.1 Upon request, the Dean/delegate 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 To enable a regular employee of the College to contest a federal, provincial or municipal election, a political leave of absence without pay shall be granted by the President or his/her delegate for a period of up to eight (8) weeks for a federal or provincial election and up to two (2) weeks for a municipal election. The leave of absence without pay will be subject to the following conditions:

- a) the operations of the College will not suffer unduly;
- b) the request for political leave of absence without pay must be submitted at least two (2) weeks prior to the first day of the leave period;
- c) the regular employee of the College will pay the College share of group benefits premiums.

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

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.

12 TRANSFER OF EMPLOYEES

12.1 Transfer Conditions

12.1.1 The College is a multi-campus institution and, as such, an employee may be required to transfer from campus to campus as the needs of the College dictate. However, an employee:

12.1.1.1 shall not be transferred to another campus without his/her consent if there exists at the campus to which he/she is currently assigned an appropriate vacant position for which he/she is qualified and has the present skills, competencies and abilities;

12.1.1.2 shall not be transferred to another campus without his/her consent more frequently than every two (2) years;

12.1.1.3 Transfer of Employees (Notice)

shall be given notice of transfer a minimum of three (3) months in advance of the commencement of duties at the other campus.

The College, the Association, and the faculty member(s) shall meet as soon as possible on receipt of this notice to discuss possible alternatives.

12.2 Transfer Moving Expenses

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

12.2.2 The guidelines for determining eligible moving expenses are those followed by Revenue Canada, Taxation in determining deductions for computing income.

12.2.3 Whenever an employee requests a transfer to another campus and it is granted by the College, all moving expenses shall be borne by the employee.

13 EMPLOYEE LAYOFF AND RECALL, UNSATISFACTORY SERVICE AND TECHNOLOGICAL CHANGE

13.1 Layoff and Recall of Regular Employees

Layoff means an involuntary loss of employment that affects regular employees as a result of decreased or insufficient enrollment, of elimination of or reduction of programs/courses/ activities, or shortage of funds.

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

13.1.1 Advance Notification

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

13.1.2 Association Recommendations

Concurrent with the notice referred to in article 13.1.1 and within the thirty (30) calendar day period referred to therein, a College Board member, the College President and one (1) resource person appointed by the College President, will meet, on at least a weekly basis with the President of the Faculty Association and two (2) resource persons from the Faculty Association Executive Committee expressly for the purpose of determining the viability of specific Faculty Association recommendations regarding alternative solutions vis-à-vis those specific functional areas of contemplated reduction with respect to which the Faculty Association has received advance notification.

The Board member and the College President will ensure that the recommendations referred to in this article will be fully considered prior to the serving of notice(s) of layoff per article 13.1.6.

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

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

13.1.3 Reduction Sequence (Employee Functional Areas)

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

Employee Functional Areas

Adult Basic Education	<i>CYFS: Human Service Worker</i>	<i>Millwright</i>
Adventure Tourism <i>Business Operations</i>	<i>CYFS: Early Childhood Education</i>	<i>Mountain Activity Skills Training</i>
Anthropology	<i>CYFS: Teacher Assistant</i>	<i>Network Support Technician</i>
Applied Business Technology	<i>Database Administration</i>	New Media Communications
<i>Applied Computers</i>	Dental Assistant	Nursing
Applied Research Analyst	Disability Services Coordinator	Philosophy
Astronomy	<i>E-Learning Specialist</i>	Physics
Automotive Service Technician	Economics	Planermill Maintenance
<i>Basic Health Sciences</i>	Educational Advising	Political Science
Biology	<i>Electrical</i>	Practical Nursing
BUAD: Accounting	English	Professional Cook Training
BUAD: Computer Systems Management	English Language Training	Psychology
BUAD: General Management	First Nations Coordinator	Public Services Librarian
BUAD: Marketing	French	Religious Studies
Carpentry/Joinery	Geography	Resident Care/Home Support Attendant
Chemistry	Geology	Small Equipment Repair
Collision Repair	Heavy-Duty/Commercial Transport Mechanics	Sociology
Communications	History	Spanish
Computing Sciences	Horticulture	Theatre
<i>Computer Information Systems</i>	Human Kinetics	Tourism and Hospitality Management
Counsellor	Learning Specialist	Transitions
Creative Writing	Leisure and Recreation Services Management	Welding
<i>Criminology</i>	Mathematics	Women's Studies
Curriculum Developer	Media Librarian	

This list of functional areas can be amended per article 13.1.3.4.

13.1.3.1 A regular College employee will be listed by seniority per article 13.1.4 in one (1) primary functional area, based on his/her major portion of duties and responsibilities (duty hours) during his/her previous two (2) calendar years as a regular employee from the date of ratification of this Agreement. This list as provided or as otherwise amended by the College President in accordance with this Collective Agreement, will remain in effect for the duration of the Agreement.

13.1.3.2 A new regular employee will have his/her primary functional area identified by the Dean/Manager upon appointment.

13.1.3.3 The listing of regular employees referred to in Article 13.1.3.1 may be amended at the beginning of each calendar year by the College President in order to identify any employee who has qualified for a second functional area in accordance with the following criteria:

(a) He/she has declared to the Dean/Manager in writing his/her intention to seek listing in a second functional area;

and,

(b) He/she has been adjudicated by the Dean/Manager to be fully qualified for a substantial majority of all duties/courses/subjects in that second functional area. The primary determining factor(s) in such adjudication will be the position qualifications related to the functional area in question;

and,

(c) He/she has demonstrated competence in that second functional area during the previous two (2) calendar years by successfully completing within a schedule of assigned duty per article 5.3.1 an assignment directly related to the second functional area of not less than sixty (60) duty days for non-instructional regular employees, or three hundred and sixty (360) contact hours per Article 5 for vocational regular instructional employees, or one hundred and eighty (180) contact hours per Article 5 for University Studies and Career/Technology regular instructional employees.

0.0.0.0 Should it become necessary for the College to introduce a new regular position which would in turn necessitate adding a functional area to those listed in article 13.1.3, the College President may do so at any time, and will meet the requirements of this Collective Agreement by providing the President of the Faculty Association with a copy of the amended list referred to in article 13.1.3. and a copy of the amended list referred to in article 13.1.3.1.

0.0.0.0.0 *A current Regular employee assigned by the College to a new functional area will not have the new functional area designated as one of her/his two functional areas until s/he qualifies per clause 13.1.3.1 or 13.1.3.3.*

13.1.3.4.2 *A current employee who is placed in a new functional area as a result of a posting may immediately have the new functional area designated as one of her/his two functional areas.*

13.1.4 Seniority

The seniority of a regular employee shall be based upon total duration of service within the bargaining unit, including vacations and approved leaves. In the case of equal rankings, the employee with the earlier date of initial appointment as a member of the bargaining unit shall be considered the senior. If the rankings are still equal, the date of first appointment with the College shall be the determining factor.

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

13.1.4.2 The College will provide the Faculty Association with a current seniority list *by December 15 of each year.*

13.1.5 Reassignment

A regular employee designated for layoff under Article 13.1 will be given a short list and interview opportunity for any vacant regular faculty position for which he/she is fully qualified.

13.1.6 Notice of Layoff

13.1.6.1 In the event of termination under the above conditions, a minimum of three (3) months written notice shall be given to the regular employee, with a copy to the President of the Faculty Association.

13.1.7 Retraining

If a regular employee designated for layoff under article 13.1 has completed at least three (3) years of service as a regular employee he/she may, subject to approval by the President or his/her delegate be eligible for retraining, for a vacant regular faculty position. If applicable, such retraining shall be provided by the College without loss of salary or benefits to the regular full-time employee for a period of up to three (3) months and a regular part-time employee for a period of up to two (2) months. If further retraining is determined by the President or his/her delegate to be necessary the regular employee shall be granted a further leave of absence without pay or benefits for a period not to exceed six (6) months.

0.0.0.0 If a regular employee designated for layoff under Article 13.1 is granted retraining as provided for in article 13.1.7 and subsequently leaves the employ of the College prior to three (3) years from the layoff date applicable to such retraining, he/she will return to the College an amount equal to one (1) month's pay and benefits (pro-rata) for each year remaining of the three (3) years of service he/she is obliged to complete subsequent to his return to duty.

13.1.8 Personnel Records

13.1.8.1 Any references or personnel records pertaining to a regular employee who has been laid off under article 13.1 shall clearly point out the reasons for the layoff.

13.1.9 Severance Pay

If neither reassignment per article 13.1.5 nor retraining per article 13.1.7 is feasible, a regular employee may be laid off and awarded one (1) month severance pay for each completed year of service as a member of the bargaining unit up to a maximum of six (6) months severance pay.

13.1.9.1 The acceptance of severance pay by an employee shall not prejudice his/her opportunity of recall at the College.

13.1.9.2 Severance Pay

Where an employee is recalled per article 13.1.10 during the period covered by severance pay, he/she shall refund the difference between the severance pay and the actual layoff calculated in full months, e.g., an employee who has received six (6) months of severance pay, if recalled after 3 1/2 months, will repay two months severance pay.

13.1.10 Recall

If it is found that the number of regular employees will be increased in a specific functional area, the College shall recall in the reverse order of layoff, i.e. last out, first back in, to those regular employees who were previously employed in this area and who had been laid off under Article 13.1 within the previous two (2) years.

13.1.10.1 If no one is available who meets the above conditions, a short listing and interview opportunity will be provided to those regular employees who are fully qualified in this area and who had been laid off within the previous two (2) years.

13.1.10.2 Employees shall be responsible to keep a current address on file at the College.

13.2 Technological Change

13.2.1 Definition

13.2.1.1 For the purposes of this Agreement, the term "technological change" means technical changes introduced by the College in the manner, method, or procedure in which it carries out educational operations and services where such technical change or changes significantly affects the terms and conditions or security of employment of regular employees of the bargaining unit or alters significantly the basis on which this Agreement was negotiated. Such technical changes as anticipated above shall include the following:

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

13.2.2 When the College intends to introduce a technological change it shall notify the Faculty Association in writing as far as possible in advance of its intention, and to update the information provided as new developments arise and modifications are made.

13.2.2.1 The notice mentioned above shall provide pertinent data including:

- a) the nature of the technological change;
- b) the date on which the College proposes to effect the technological changes;
- c) the approximate number, type and location of regular faculty employees likely to be affected by the technological change;
- d) the effects the technological change may be expected to have on regular faculty working conditions and terms of employment; and,
- e) other pertinent data relating to the anticipated effects on any regular faculty.

- 13.2.3 Where the College has notified the Faculty Association of its intention of introducing a technological change, the parties will undertake to meet within the next thirty (30) calendar days in an effort to reach agreement on solutions to the problems arising from this change as they affect regular faculty employees.
- 13.2.4 Agreements reached between the parties under 13.2.3 shall be concluded in written form.
- 13.2.5 Where the parties do not reach agreement within sixty (60) calendar days after the date on which the Faculty Association has received notification from the College of its intention of introduction of the technological change, and various matters remain unresolved, either party may refer such matters to arbitration within twenty-one (21) calendar days of failure to agree.
- 13.2.6 One hundred and twenty (120) calendar days from the date of notification, the College may proceed with the planned technological change pending resolution by agreement or by arbitration of the dispute.
- 13.2.7 In the event of intended or actual regular employee reduction as a result of technological change, the reduction provisions outlined in Articles 13.1 shall apply.

14 COPYRIGHT

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

15 PERSONNEL FILES

- 15.1 There shall be one official personnel file maintained by the College for each employee covered by this Agreement.
- 15.2 An employee shall have the right, upon giving notice to the Director, Human Resource Development, to have access to his/her personnel file and shall have the right to respond in writing to any document contained in the file.

Such a response shall become part of the permanent record. Upon request, photocopies of any document contained in his/her personnel file shall be provided to the employee.

16. Legal Indemnification

16.1 Except where there has been gross negligence or malicious or willful misconduct on the part of an employee, the College will:

a) *indemnify* and save harmless employees from any liability action arising from the proper performance of his/her duties for the College; and

b) assume all costs, legal fees, and other expenses arising from any such action in accordance with the existing *University College and Institute Protection Program, Self-Insured Comprehensive General Liability coverage*.

17 Occupational Health and Safety

17.1 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.

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

18 Student Complaints

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

19 Unsatisfactory Service

When, through the provisions of Article 10 or otherwise, a manager identifies serious performance problems or serious performance issues concerning an employee, the manager shall undertake, or shall have already undertaken, an evaluation prior to taking disciplinary action. If disciplinary action, up to and including termination, is taken, written notification will be provided to the employee and the Association.

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.*

0.0 *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.*

21 GRIEVANCE PROCEDURE

21.1 Intent of Article

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

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

21.2 Steps

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

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

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

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

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

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

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

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

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

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

POLICY GRIEVANCE

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

ARBITRATION

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

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

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

TIME LIMITS EXTENSION

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

SIGNED BY BOTH PARTIES TO THIS AGREEMENT, in the City of Cranbrook, British Columbia, this 12th day of January, 2006.

THE COLLEGE OF THE ROCKIES
FACULTY ASSOCIATION

Velma McKay, President
Faculty Association

Bud Beeman
Negotiating Committee

Pauline Bennison
Negotiating Committee

Joan Bray
Negotiating Committee

Lil McPhail
Negotiating Committee

Betty Mosher
Negotiating Committee

Sharon Richardson
Negotiating Committee

COLLEGE OF THE ROCKIES

Bob Langin, Chair
College Board

Dr. Nick Rubidge
President & CEO

Denis Kielly
Negotiating Committee

Donna Lomas
Negotiating Committee

Doug McLachlan
Negotiating Committee

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

1. Definition:

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

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

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

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

2 (a) REGULAR SESSIONAL EMPLOYEES

<u>Name</u>	<u>Effective Date</u>
<i>Golbeck, Cindy</i>	<i>8 months commencing September, 2000</i>
<i>Hampton, Don</i>	<i>8 months commencing October, 2004</i>

3. (a) Right of First Refusal

A Regular Sessional or a Regular Sessional Part-time employee shall have the right of first refusal for additional work assignments provided s/he is qualified to fulfill the responsibilities of the additional work assignment(s), and the additional work assignment(s) are available at the same location where the Regular Sessional or Regular Sessional Part-time employee normally fulfills his/her work commitment(s).

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

(b) Conversion to Regular Sessional

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

(c) Conversion to Regular Full-time

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

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

4. Vacation Leave:

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

5. Group Health/Dental Benefits:

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

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

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

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

Applicable conditions of the current Collective Agreement apply.

0. Seniority

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

Letter of Understanding re: Early Retirement Incentive Program

The College will provide an early retirement incentive program for eligible employees. Participation in the early retirement incentive program is voluntary. The purpose of this program is to provide an incentive to an eligible employee who wishes to resign from employment and commence early retirement before age 64.

Eligibility

In consideration for making application for early retirement, all of the following criteria must be met:

- (a) the employee must be age 55 or over, but less than age 64 on the effective date of the early retirement;
- (b) the employee must have a minimum of ten years of full-time equivalent service in the BC College and Institute system;
- (c) the employee must meet the minimum pensionable years service requirement as per the College Pension Act;
- (d) the employee must be at the highest achievable step of the salary scale.

Application

An employee shall make written application to the Human Resources Development Department who shall confirm the eligibility criteria are met. The Human Resources Development Department will then forward a copy of the application to the Faculty Association for information, and a copy of the application to the College President for approval. The President's decision shall be final and shall consider availability of funds and operational requirements.

Incentive Payment

- (a) The College may offer and an employee may accept a one-time lump sum early retirement incentive based on the age at retirement to be paid as follows:

<u>Age at Effective Date of Retirement</u>	<u>% of Annual Salary at Time of Retirement</u>
55-59	100%
60	80%
61	60%
62	40%
63	20%
64	0%

- (b) The College may opt to pay the early retirement incentive in three equal annual payments over a thirty-six (36) month period.
- (c) Eligible employees may opt for a partial early retirement with a pro-rated incentive.
- (d) No adjustments to the salary in effect at the date of an employee's early retirement shall be made after the incentive is paid. The employee may elect to have the incentive payment paid directly to an RRSP in accordance with applicable legislation.

Protection of Medical Benefit Coverage

- (a) Early retiring employees in receipt of a College pension may obtain basic medical and extended health benefit coverage through the Superannuation Commission when filing a claim for pension. Appropriate deductions will be made from monthly pension on a premium shared basis.

Retired employees in receipt of pension are not allowed to choose to join these plans at a later date.

- (b) Early retiring employees not immediately commencing receipt of a College pension may elect to continue their basic medical, extended health and dental benefit coverage through the College during the period preceding receipt of pension, but in any event, not longer than five years following retirement, provided that:
 1. Written notification of the intention to continue these benefits is provided to the Human Resources Development Department six weeks prior to the date of early retirement;
 2. The individual maintains B.C. residency; and
 5. The participant prepays all premium costs.

Letter of Understanding re: Deferred Salary Leave Program

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

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.
- *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.

Letter of Understanding re: 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 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.

Letter of Understanding re: Flexible Configurations of Work

This letter of understanding addresses the commitment between the College of the Rockies Faculty Association (CORFA) and the College of the Rockies to:

1. recognize that faculty members may participate as Contract Instructors in work of the College which is outside of the Bargaining Unit
10. allow faculty members to receive appropriate compensation for such work, either in the form of future release time or other direct compensation
11. recognize that faculty members may, from to time, work in an overload situation and to establish a mechanism to track such work overloads
12. allow for workload averaging beyond one academic year

The principles surrounding this Letter of Understanding are:

- Except for PLA, which is work that the College may assign to a faculty member, a faculty member's participation in work that is described by this letter will be voluntary. (CORFA will be provided with a copy of any individual agreements developed pursuant to this letter.)
- All aspects of this letter apply to Regular faculty *and to Term faculty subject to item (5) below*. Aspects of this letter that deal with work which is outside of the bargaining unit, CTM work, and PLA work, will also apply to Auxiliary faculty.
- For the purpose of workload averaging of bargaining unit work over two years or more, this Letter of Understanding includes only work that is contact hour driven, or CTM or PLA work.
- The Human Resources Department will be responsible for establishing and maintaining a system for tracking work accrued for future release time.
- The right of first refusal will not apply to work outside the bargaining unit. It will only apply to work made available when a faculty member is replaced due to release time granted per the provisions of this letter.

Specifically, this Letter of Understanding commits CORFA and the College to the following:

3. Faculty may participate in work outside of the Bargaining Unit as per 5.3.2.
7. For time worked outside the bargaining unit, the faculty member and the College will, by mutual agreement, determine whether the faculty member will receive direct compensation or release time. Such release time may be scheduled immediately or banked as per section 5 below.
13. The faculty member and the College will negotiate, in advance of each case, the direct compensation or equivalent amount of release time to be made available to the faculty member for participating in work outside the bargaining unit. The amount of cash payment or release time will normally be equal to or greater than what the faculty member would be entitled to if the work had been in the bargaining unit.

However, where the market dictates lower rates and the faculty member and the College mutually agree, the faculty member may be paid less. In such circumstances, the College will encourage the faculty member to discuss those rates with CORFA prior to entering into such an agreement.

2. A *Regular* faculty member may, with their supervisor's agreement, perform bargaining unit work that is beyond an annual workload in any one year and bank that work toward future release time.
5. *Where there is no Auxiliary faculty member with a right of first refusal to do the work, a term faculty member may, with their supervisor's agreement, perform bargaining unit work that is beyond an annual workload in any one year and bank that work toward future release time within the Term. The College will notify the Association prior to offering the overload to the term faculty member. If the release time is not scheduled within the Term, the faculty member will receive payment for the banked time at the completion of their appointment.*
6. A faculty member who banks release time can schedule that release time, by mutual agreement, with their supervisor once a discrete unit of release time is accrued. The faculty member's schedule will be amended within the next year to average the workload. If that is not practical, the faculty member will bank the overloaded work for release time within a three-year period. The measure of a discrete unit will vary from program to program (weeks, sections, etc.)
7. If a faculty member terminates employment prior to using banked time, s/he will be paid out for that banked time. Neither a faculty member nor a supervisor should be unreasonable in agreeing to the scheduling of banked release time.

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

The parties agree that if College of the Rockies credit is granted to a student of a contract training course, during that course, or within two (2) months of the completion of the course, the instructional assignment for that contract training course will be considered bargaining unit work. If the Instructor of the course has not already been compensated at bargaining unit rates or greater, s/he will be entitled to compensation at her/his applicable bargaining unit rate.

Letter of Understanding re: Role of Contract Employees

To secure the long-term viability of College of the Rockies and the bargaining unit, and to ensure the College competitiveness, the parties agree that the work performed by contract instructors will include instruction, program development, curriculum development, or educational services within:

- (0) public/private or public/public partnerships where the partner is delivering some or all of the training*
- (0) new cost recovery programs that need an incubation period of a minimum of three program deliveries in order to determine program sustainability*
- (0) training that is provided under a written partnership agreement in a public/private or public/public partnership*
- (0) training that is purchased in whole or in significant part (at least 50%) by a public or private partner*
- (0) training that is delivered at a partner's location using the partner's equipment.*

Letter of Understanding re: Second Functional Areas

The parties agree to the following clarification of the collective agreement language concerning the seniority list and functional areas:

1. The primary functional area for each faculty member is based upon that faculty member's work assignment in the previous two calendar years prior to January first of the current year.
2. A faculty member who is currently listed with a second functional area will retain that second functional area. If a faculty member's primary functional area changes per #1, his/her previous primary functional area will become his/her second functional area.
3. In January of each year , a faculty member may apply to be listed on the seniority list in a second functional area. Such application must be forwarded to the faculty member's Dean or Campus Manager on or before January 31. Article 13.1.3.3 refers.
4. In February each year, the seniority list will be amended per successful applications from #3.
5. A faculty member can only have one second functional area. If a faculty member successfully applies for a second functional area, per #3, and he/she already has a second functional area, the previous second functional area will be removed.

Letter of Understanding re: Committee on Student Complaints

It is agreed that a committee shall be formed which shall include the following representation:

- () Two (2) representatives appointed by the President of CORFA;*
- () Two (2) representatives appointed by the President of the College;*
- () Two (2) representatives appointed by the President of the Student Association. In the event the Student Association fails to appoint its representatives within the prescribed time, the committee will proceed without the Student Association.*

Role of Committee

The role of this committee is to meet and develop a recommended Student Complaints policy dealing with student complaints related to faculty in the CORFA bargaining unit other than grade appeals, harassment complaints or human rights complaints.

Recommendations

If consensus is reached on a new recommended policy dealing with student complaints, the recommendations will be presented to the College Planning Committee (CPC). If approved by CPC, the recommended policy will become part of the College's Policy and Procedures Manual.

Timeframes

The committee shall be established and commence its deliberations within 30 days of the start of the September 2005 semester. The committee shall complete its tasks by no later than November 30, 2005.

Letter of Understanding Evaluation and Performance Review Criteria

The parties agree to use the following criteria for evaluation and performance of faculty as follows:

Evaluation criteria and procedures for evaluation and performance review shall be applied in a similar manner to all employees. Though designed for instructional faculty, they will be applied to non-instructional faculty as appropriate to their job duties (mutates mutandis).

1. *The employee develops an approach to teaching and learning that:*
 - *is designed with student diversity in mind, giving adequate attention to the different learning needs of individual students*
 - *encourages cooperation among students, where appropriate*
 - *encourages students to take an active part in their learning*
 - *communicates high expectations*
 - *includes prompt corrective feedback*
 - *ensures students are treated with respect and in an equitable manner*
 - *encourages student-faculty contact)*
2. *Teaching activities are organized, well prepared, clear and effective.*
3. *The employee provides students with a course syllabus or the course or program outline, including expectations, learning resources and the method of evaluation to be used.*
4. *The employee understands and is knowledgeable about recent developments in his/her instructional area.*
 - *It is recognized that in fields of rapidly changing technology where renewal time is not adequate, an instructor may not be able to achieve mastery of current developments; however, such instructors are expected to be aware of the general nature of these developments; and to communicate this to students as appropriate.*
5. *The employee designs instructional materials/activities that consider offerings and requirements of "receiving institutions" (post-secondary and/or the employer and community).*

6. *The employee participates in approved professional development activities.*
 - *It is recognized that the College has an obligation to assist and support instructors regarding Professional Development.*
7. *The employee manages instruction/duties effectively:*
 - *follows relevant college policies and procedures (i.e. Principles of Quality Education, grading and exams policies, etc.)*
 - *monitors student progress towards instructional goals and objectives*
 - *maintains current student records and is punctual with reports, grades and records.*
 - *demonstrates professionalism with students, peers, and college community.*
8. *The employee makes a continuing contribution to the goals and objectives of the College.*

Letter of Understanding

RE: Establishment of the Post Normal Retirement Date (PNRD) Auxiliary Category of Employment

The parties agree to establish a new category of employee in the collective agreement to effect the re-employment of faculty after their normal retirement age. The following conditions describe that category of employment:

Definition

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

Duration of Employment

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

Workload

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

Salary

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

Health and Welfare Benefits

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

Pension

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

Professional Development, Vacation and Sick Leave

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

Right of First Refusal

Notwithstanding Article 6.6, no faculty member will have a right of first refusal to work that has been granted to a PNRD Auxiliary immediately after his/her normal retirement date per the provisions of the College's Retirement policy.

MEMORANDUM of UNDERSTANDING

DEPARTMENT HEADS

The College of the Rockies (the College) and the College of the Rockies Faculty Association (CORFA) agree to pilot a revised organizational structure on a without prejudice basis for the period January 1, 2006, to December 31, 2009.

This MOU arises from a joint effort by CORFA and the College to address organizational issues related to the expansion of the College, promoting improved faculty satisfaction, collegiality, and engagement.

The parties agree to the creation of three full-time Department Head positions during the pilot period on the following basis:

0. The Department Head positions will be included within the CORFA bargaining unit.
1. The job description for the positions will include management responsibilities, including responsibility to hire, evaluate, and discipline employees who are members of CORFA or of CUPE.
2. The incumbents of the positions will have the full support of CORFA in carrying out their responsibilities. CORFA and the College recognize the unique role of the Department Heads: they are bargaining unit members whose first allegiance is to the College's success through the effective operation of their assigned portfolio. Department Heads contribute to that success by always first considering the needs of the College, the community and the students in their actions.
3. To the extent that certain new management responsibilities will be assigned to Department Heads, the parties agree that those new responsibilities will not be considered work of the bargaining unit if and when those responsibilities are subsequently assigned to management employees.
4. The parties enter into this pilot without prejudice on the issue of whether Department Head positions must be filled based on the current collective agreement.
5. The Selection Committee to choose the incumbents of these positions will include:
 - . the Senior Instructional Officer (or designate) as Chair
 - a. a Dean of Instruction
 - b. a representative of the Human Resources Department
 - c. the President of CORFA (or designate)
 - d. another faculty member as chosen by the President of CORFA

7. The College agrees to fill these positions from within the faculty bargaining unit, except that where not enough suitable candidates apply, a person(s) may be hired from outside the bargaining unit. Should such a person(s) be hired, s/he would be a member of CORFA during her/his appointment as Department Head.
8. A Department Head will not represent CORFA or its membership on any committees, including the CORFA Executive, either within or external to the College.
9. During her/his time as Department Head, a faculty member will be evaluated per the College's Management Performance Review processes, not the faculty performance review process.
10. A newly appointed Department Head will serve up to a one-year probation period, during which time s/he may be returned to her/his faculty assignment if her/his performance does not meet the expectations of the College. Upon successful completion of probation, the Department Head will continue in that position for a period of three years.
11. The Department Head will never be expected to take action contrary to collective agreements the College has signed.
12. As Department Head, a faculty member will receive an annual stipend of \$5,000, spread over 12 months. Her/his vacation entitlement will be 6 weeks and s/he will be entitled to scheduled professional development time of up to 10 days per year (the topic(s) of such professional development requires the approval of the Faculty PD Committee and the immediate supervisor). Vacation and professional development time will be scheduled by her/his supervisor in consultation with the Department Head.
13. When a Dean(s) is absent for an extended period, a Department Head may be seconded to the management group as her/his replacement on an interim basis.
14. The parties will assess the success of this pilot based upon whether this new organizational model achieves the dual goals of providing Deans the necessary support to expand the College, and of improving faculty satisfaction, collegiality, and engagement.

Signed at Cranbrook, BC on the 30th day of June, 2005.

On behalf of the College of the Rockies

Dr. Nick Rubidge
President and CEO

On behalf of the College of the Rockies
Faculty Association

Darrell Bethune
President

