

**COLLECTIVE AGREEMENT**

**between**

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

**and**

**THE COLLEGE OF THE ROCKIES  
FACULTY ASSOCIATION**

**April 1, 2022 to March 31, 2025**

# Table of Contents

<b>1</b>	<b>TERM OF AGREEMENT .....</b>	<b>1</b>
<b>2</b>	<b>INTERPRETATION AND DEFINITIONS .....</b>	<b>2</b>
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 .....	2
2.2.4	Term Employee.....	2
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
<b>3</b>	<b>ASSOCIATION MEMBERSHIP AND RIGHTS .....</b>	<b>5</b>
3.1	Association Membership .....	5
3.1.1	Maintenance of Membership.....	5
3.1.2	Dues .....	5
3.1.3	Picket Lines .....	5
3.1.4	Leave for Faculty Association Business .....	5
3.2	Contracting Out.....	7
3.3	Faculty Labour/Management Committee .....	7
<b>4</b>	<b>MANAGEMENT RIGHTS.....</b>	<b>9</b>
<b>5</b>	<b>WORKING CONDITIONS .....</b>	<b>10</b>
5.1	Duties and Responsibilities of an Employee .....	10
5.2	Duty Time.....	10
5.2.3	Non-instructional Duty Time .....	11
5.2.3.2	Entitlement.....	12

5.3	Duty Schedule .....	12
5.4	Professional Development.....	13
5.4.1	Purposes of Professional Development .....	13
5.4.1.1	The purposes of professional development.....	13
5.4.2	Professional Development Duty Days.....	13
5.4.3	Professional Development Assignments.....	13
5.5	University Studies and Career/Technology - Program/Course/Instructional Assignments .....	13
5.5.1	Instructional Modes and Activities .....	14
5.5.1.1	Contact Hour Defined .....	15
5.5.2	Contact Hours Per Duty Year .....	15
5.5.3	Contact Hours Per Duty Week .....	16
5.5.4	Preparation Hours Per Week for University Studies and/or Career Technology Courses. 16	
5.5.5	Students Per Instructor .....	16
5.6	Vocational Program/Course/Instructional Assignments.....	17
5.7	Auxiliary Vocational Course/Program instructors .....	18
5.8	Contact Hours re Melded (University Studies and Career/Technology, and Vocational Programs/Courses) Instructional Assignments.....	18
5.9	Travel Duties .....	19
5.10	Program Coordinators .....	19
5.11	Department Heads .....	20
6	SELECTION AND APPOINTMENT .....	22
6.1	Selection .....	22
6.1.2.3	Emergency Hire Situation.....	22
6.1.3	Search Committee .....	22
6.2	Selection and Term of a Department Head .....	23
6.2.2	A Department Head Selection Committee .....	23
6.3	Selection and Term of a Program Coordinator .....	24

6.4	Right of First Refusal/Conversion to Regular Full-Time .....	24
7	SALARIES AND PREMIUMS .....	26
7.1	Salary Schedule .....	26
7.2	Salary Schedule for Auxiliary Faculty .....	27
7.3	Increments .....	27
7.4	Application of Salary Schedule.....	28
7.5	Hourly Premium .....	29
7.6	Instructor Diploma or Equivalent.....	29
8	REIMBURSABLE EXPENSES .....	31
8.1	Travel Expenses.....	31
9	EMPLOYEE BENEFITS.....	32
9.1	Eligibility for Benefits .....	32
9.2	Annual Vacation.....	32
9.2.2	Break Between Christmas and New Year's .....	32
9.3	General (Statutory) Holidays .....	33
9.4	Pension .....	33
9.5	Sick Leave.....	33
9.6	Short and Long Term Disability .....	34
9.7	Group Life Insurance/Accidental Death and Dismemberment.....	34
9.8	Health Insurance .....	34
9.9	Dental Insurance Plan.....	34
9.10	Vision Care (Optical Plan) .....	35
9.11	MSP of BC.....	35
10	EMPLOYEE EVALUATION and PERFORMANCE REVIEW.....	36
10.2	Evaluation Process .....	36
10.3	Evaluation Data .....	36
10.4	Performance Review Process.....	37
10.5	Performance Review Committee .....	37

<b>11</b>	<b>LEAVES OF ABSENCE FROM DUTY</b> .....	<b>38</b>
<b>11.1</b>	<b>General</b> .....	<b>38</b>
<b>11.2</b>	<b>Continuance of Group Benefits</b> .....	<b>38</b>
<b>11.3</b>	<b>Pregnancy and Parental Leaves</b> .....	<b>38</b>
<b>11.4</b>	<b>Jury Duty and Court Appearance</b> .....	<b>38</b>
<b>11.5</b>	<b>Compassionate Leave and Bereavement Leave</b> .....	<b>39</b>
<b>11.6</b>	<b>General Leave of Absence Without Pay for a Regular Employee</b> .....	<b>39</b>
<b>11.7</b>	<b>Political Leave</b> .....	<b>39</b>
<b>11.8</b>	<b>Voluntary Workload Reduction</b> .....	<b>39</b>
<b>11.9</b>	<b>Deferred Salary Leave Program</b> .....	<b>39</b>
<b>11.10</b>	<b>Gender Affirmation Leave</b> .....	<b>40</b>
<b>12</b>	<b>TRANSFER OF EMPLOYEES</b> .....	<b>41</b>
<b>12.1</b>	<b>Transfer Conditions</b> .....	<b>41</b>
<b>12.2</b>	<b>Transfer Moving Expenses</b> .....	<b>41</b>
<b>13</b>	<b>EMPLOYEE LAYOFF AND RECALL AND TECHNOLOGICAL CHANGE</b> .....	<b>42</b>
<b>13.1</b>	<b>Layoff of Regular Employees</b> .....	<b>42</b>
<b>13.1.5</b>	<b>Reduction Sequence (Employee Functional Areas)</b> .....	<b>43</b>
<b>13.1.6</b>	<b>Seniority</b> .....	<b>46</b>
<b>13.1.7</b>	<b>Reassignment</b> .....	<b>47</b>
<b>13.1.8</b>	<b>Notice of Layoff</b> .....	<b>47</b>
<b>13.1.9</b>	<b>Retraining</b> .....	<b>47</b>
<b>13.1.10</b>	<b>Personnel Records</b> .....	<b>48</b>
<b>13.1.11</b>	<b>Severance Pay</b> .....	<b>48</b>
	<b>For Regular part-time employees</b> .....	<b>48</b>
<b>13.1.12</b>	<b>Recall</b> .....	<b>48</b>
<b>14</b>	<b>COPYRIGHT</b> .....	<b>51</b>
<b>15</b>	<b>PERSONNEL FILES</b> .....	<b>52</b>
<b>16.</b>	<b>LEGAL INDEMNIFICATION</b> .....	<b>53</b>

<b>17</b>	<b>OCCUPATIONAL HEALTH AND SAFETY .....</b>	<b>54</b>
<b>18</b>	<b>STUDENT CONCERNS .....</b>	<b>55</b>
<b>19</b>	<b>UNSATISFACTORY SERVICE .....</b>	<b>56</b>
<b>20</b>	<b>DISCIPLINE.....</b>	<b>57</b>
<b>21</b>	<b>GRIEVANCE PROCEDURE .....</b>	<b>58</b>
<b>21.1</b>	<b>General .....</b>	<b>58</b>
<b>21.2</b>	<b>Definitions.....</b>	<b>58</b>
<b>22</b>	<b>ACADEMIC FREEDOM .....</b>	<b>61</b>
<b>23</b>	<b>PROFESSIONAL DEVELOPMENT FUNDING AND SCHOLARLY ACTIVITIES .....</b>	<b>62</b>
<b>23.1</b>	<b>Common Faculty Professional Development Fund .....</b>	<b>62</b>
<b>23.4</b>	<b>This fund will be administered in accordance with the provisions of article 16 of the Common Agreement.....</b>	<b>62</b>
<b>23.5</b>	<b>Faculty Development Funds .....</b>	<b>62</b>
<b>23.6</b>	<b>Scholarly Activities .....</b>	<b>63</b>
<b>24</b>	<b>RESPECTFUL WORKPLACE ENVIRONMENT .....</b>	<b>64</b>
<b>24.1</b>	<b>Harassment.....</b>	<b>64</b>
	<b>Letters of Understanding Moved or Deleted. ....</b>	<b>68</b>
	<i>3. Letter of Understanding re: Distributed Learning .....</i>	<i>68</i>
	<i>7. Letter of Understanding re: Second Functional Areas.....</i>	<i>68</i>
	<i>11. Letter of Understanding re: Interpretation of Article 13 of the Local Faculty Agreement.....</i>	<i>68</i>
	<i>13. Letter of Understanding re: Deferred Salary Leave Program.....</i>	<i>68</i>
	<i>14. Letter of Understanding re: Local Government Management Courses .....</i>	<i>68</i>
	<i>15. Letter of Understanding re: Joint Committee on Employee Evaluation and Performance Review .....</i>	<i>68</i>
	<i>16. Letter of Understanding re: MSP Funding.....</i>	<i>68</i>
	<i>19. Letter of Understanding re: Service Improvement Allocation.....</i>	<i>68</i>
	<i>20. Letter of Understanding re: Service Improvement Fund .....</i>	<i>68</i>
<b>1.</b>	<b>Letter of Understanding re: Early Retirement Incentive Program .....</b>	<b>69</b>
<b>2.</b>	<b>Letter of Understanding re: University Studies and Career Technical Preparation Hours Per Week.....</b>	<b>71</b>

4. Letter of Understanding re: Flexible Configurations of Work .....	72
5. Letter of Understanding re: Courses Offered Through Institutes or Community Development.....	74
6. Letter of Understanding re: Role of Contract Employees.....	75
8. Letter of Understanding: Evaluation and Performance Review Criteria .....	76
9. Letter of Understanding re: Post Retirement (PR) Faculty.....	77
10. Letter of Understanding re: Regular Sessional and Regular Sessional Part-time Employees .....	78
12. Letter of Understanding: Department Heads Compensation .....	80
17. Letter of Understanding RE: Dual Credit Courses .....	81
18. Letter of Understanding: RE: Interpretation of Article 6.4.1 .....	82
21. Letter of Understanding RE: Coordinator Fund .....	83
22. Letter of Understanding RE: Personal Protective Equipment Allowance Fund .....	84
23. Letter of Understanding RE: Contribution to the CORFA membership and engagement committee.....	85
24. Letter of Understanding RE: Articles 12 and 13 of the Common Agreement.....	86
25. Letter of Understanding RE: Wellness Spending Account.....	87
26. Letter of Understanding RE: Cost of Living Adjustment .....	88

1 TERM OF AGREEMENT

1.1 This Agreement shall be for the period commencing **2022** April 01, and terminating **2025** 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 6.4.1, 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 at fifty percent (50%) up to one hundred percent (100%) of a full-time equivalent workload for a minimum of three consecutive months to a maximum of ten consecutive months.

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

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

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

#### 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, Chair, Academic Innovation and Applied Research, contract instructors, program assistants, tutors and markers are not included in the bargaining unit.

#### 2.2.7 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.

#### 2.2.8 Regularization of Non-Regular Employees

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

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

OR

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

next appointment year.

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

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

1. An appointment year is the period from July 1 of one year to June 30 of the next year.
2. When considering the current appointment year the workload review shall include anticipated workload beyond May 15 up to June 30.
3. **Qualifying workload includes:**
  - **Face-to-face work at one campus and/or**
  - **Online work**

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, Indigenous Education Coordinator, Coordinator Learning Resources, Learning Specialist, Accessibility Services Coordinator, Curriculum Designer, Instructional Specialist, Literacy Capacity Coordinator, Department Heads, 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.

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 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 VP Academic, designated representatives of the Association may be granted leaves of absence without pay, to fill a Federation of Post Secondary Educators (FPSE) position, to attend conventions, conferences and meetings in connection with Association affairs. It is understood that such leaves of absence shall be mutually agreed upon by the VP Academic 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 their 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 fifty percent (50%) of the regular weekly hours of work, i.e., the equivalent of two and one half (2.5) days per week, from September to June.  
  
The release time shall be scheduled/taken at times mutually arranged by and agreeable to the Association and the College.
  - (b) 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 three times a year on April 30, August 31, and December 31.
  - (d) The hiring, scheduling and training of the replacement employee will be the responsibility of the College.
  - (e) Where a replacement is required, for the purpose of invoicing, prior to the assignment of replacement, the Association President and Dean, or their designates, will identify the work being replaced. Then, the Manager, Payroll & Benefits and the Association will calculate the replacement costs based on the following criteria:

1. Auxiliary replacements will be charged at the hourly rate plus eight percent (8%) in lieu of vacation and benefits.
2. Term replacements will be charged at the pro-rated salary, sixteen percent (16%) in lieu of vacation, and pro-rated benefit premiums. The Association recognizes a Term appointment includes fifteen percent (15%) non-instructional duty time which may exceed the actual release period.
3. If a Part-time Regular employee takes on replacement work resulting from an employee taking Leave for Faculty Association Business, then the Part-time Regular employee's additional workload will be charged at their pro-rated salary rate. The Association will also be charged the pro-rated costs of benefit premiums, vacation, PD, and NI accruals resulting from taking on the additional work.
4. If there is no Part-time Regular, Term or Auxiliary employee available to take the replacement work, then Full-time Regular employees may take on the replacement work resulting from a Leave for Faculty Association Business. This additional work will result in an overload for that employee. When the employee is able to take the compensatory release time, then the cost for the Auxiliary or Part-time Regular replacing the full time employee will be as above. This reduction will take place within two subsequent semesters. The Association will be invoiced as a liability for the replacement costs as calculated based on the full-time regular employee's salary, benefit premiums, vacation, PD, and NI accruals. An adjustment will be made on actual costs when the full-time employee is released.

### 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.

### 3.3 Faculty Labour/Management Committee

3.3.1 Pursuant to Section 53 of the *Labour Relations Code*, the College and the Association agree to participate in regular Faculty Labour/Management Committee meetings. These meetings will attempt to resolve problems informally; clarify Collective Agreement language; and to work to find acceptable solutions to other matters mutually agreed to be in the domain of this Committee. The Committee's mandate does not include agreement to alter the terms and conditions of the Collective Agreement.

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

**Either party may bring additional representatives or vary the composition**

**of their membership with the agreement of the other party.**

The Chair of the Committee shall rotate between the Faculty Association and Management.

- 3.3.3 Meetings will be scheduled at times mutually agreeable to the parties, not less than six (6) times per calendar year. Reasonable efforts will be made to hold such meetings at times not conflicting with assigned duties. Meetings will not normally be held in July or August.
- 3.3.4 Minutes of Committee meetings will be circulated to Committee members as soon as possible after a meeting in accordance with *Freedom of Information/Protection of Privacy Act* legislation.

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

By February 28, each Regular employee shall submit for approval an annual proposed schedule on a form provided by the College.

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

It is acknowledged faculty work takes place in a variety of settings.

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

### 5.1 Duties and Responsibilities of an Employee

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

Duties and responsibilities are assigned to an employee by the Dean/ delegate. The work normally performed by employees, may include, as applicable:

- instructional assignments - all modes;
- course program and curriculum preparation;
- curriculum development and revision;
- review and assessment of courses, programs and curricula;
- student contact;
- marking;
- assessing;
- development of teaching aids and instructional materials;
- student screening;
- educational advising;
- clinical or practicum placement, supervision, and instruction;
- field studies/trips;
- librarian services;
- orientation as necessary by program/course/service requirements;
- participation in in-service activities;
- acceptance of special assignments related to the specialty(ies) of the employee or to the efficient organization and operation of the College;
- office hours/availability for student assistance;
- participation on committees; availability to attend Departmental/College meetings;
- travel for College duty and responsibilities;
- professional counselling;
- other functions and responsibilities ancillary to the employee's position with the College;

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

### 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 five (205) duty days (261 days minus the sum of vacation and general statutory holiday entitlement).

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

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

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

- (i) the workload average over the entire duty year is less than or equal to one hundred percent (100%); and
- (ii) the available work cannot reasonably be split to give the employee exactly one hundred percent (100%) without a detrimental effect on students.

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

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

An employee who works an overload will have their workload decreased accordingly within one calendar year. If that is not practical, the faculty member will be able to bank the overload for release time within a three (3) year period.

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

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

5.2.2.4 For a regular employee, duties will normally be assigned Monday to Friday. Where required, a regular instructor may be assigned duties on both a Saturday and a Sunday. That instructor will then be given two consecutive days off with no assigned duties.

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

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

5.2.3 Non-instructional Duty Time

5.2.3.1 Non-instructional duty (NI) days are comprised of duty time where no regular

student contact occurs. These days are separate and distinct from Professional Development Days.

#### 5.2.3.2 Entitlement

##### a) Regular Employees

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

##### b) Term Employees

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

### 5.3 Duty Schedule

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

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

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

#### 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 their part-time workload assignment.
- 3) A regular full-time employee with full-time equivalent duty. Such an assignment must be with the employee's consent and will involve backfilling the employee's position, if required.

- 5.4 Professional Development
- 5.4.1 Purposes of Professional Development
- 5.4.1.1 The purposes of professional development include but are not limited to:
- building discipline expertise;
  - improving teaching abilities;
  - maintaining and expanding professional competence;
  - exploring alternative teaching methods and philosophies;
  - keeping up-to-date in subject matter;
  - keeping up-to-date in instructional processes and skills;
  - carrying out course, program and curriculum development;
  - improving the quality, effectiveness and efficiency of the programs and services of the College.
- 5.4.2 Professional Development Duty Days
- 5.4.2.1 All Regular employees shall be granted the equivalent of twenty (20) days professional development duty time during the course of a duty year (pro-rata).
- 5.4.2.2 **In recognition that meaningful Professional Development often requires sustained attention over multiple days**, whenever possible, professional development duty days will be assigned in groups of consecutive full days as applicable.
- 5.4.3 Professional Development Assignments
- 5.4.3.1 All Regular employees shall submit a written proposed professional development plan to their Dean. The planning process will be consultative and the PD proposal will be faculty driven.
- At least one (1) month prior to the professional development duty days being approved and undertaken, the Regular employee and the Dean/delegate will meet in person and review the proposed schedule and discuss professional development objectives and priorities to be undertaken.
- Amendments will be by mutual agreement. Approval is based on consistency with the purposes outlined in 5.4.1.1.
- 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.
- 5.5 University Studies and Career/Technology - Program/Course/Instructional Assignments

## 5.5.1

### Instructional Modes and Activities

Instruction includes but is not limited to the following modes:

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

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

#### a. Classroom Instruction

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

#### b. Individually Paced Instruction

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

#### c. Lab Instruction

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

#### d. Practice Supervision

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

#### e. Field Experience/Preceptorship

Faculty members indirectly supervise students who are in the field with a workplace supervisor in on-the-job training. The primary role of the faculty

member is to communicate with the student and the supervisor regarding the standard of performance for meeting learning outcomes for work competency. Examples include CYFS and Dental work placements.

f. Guided Studies

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

g. Special Projects

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

H. Office Instruction

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

5.5.1.1 Contact Hour Defined

5.5.1.2 Contact Hours for University Transfer/Career Technology Programs

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

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

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

5.5.2 Contact Hours Per Duty Year

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

contact hours per duty year.

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

5.5.3 Contact Hours Per Duty Week

5.5.3.1 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.

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

5.5.4 Preparation Hours Per Week for University Studies and/or Career Technology Courses.

5.5.4.1 (a) An instructor will not be required to prepare more than nine (9) distinctly different lecture-form contact hours of instruction per week to a weekly maximum of fifteen (15) contact hours as per 5.5.3.1.

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

5.5.4.2 The calculation of part-time workloads shall be based on a pro-rata calculation of contact hours as defined in Article 5.5.2.

5.5.5 Students Per Instructor

5.5.5.1 An instructor of University Studies/Career Technology 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 hours per week format (regular being 3 hours/week), the calculation will be pro-rated.

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

5.5.5.3 Auxiliary University Studies/Career Technology Course/Program instructors shall be employed for:

a) Ninety (90) duty hours for a forty-five (45) contact hour (see 5.5.1.2) scheduled course, and pro-rata; 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. and pro-rata; or
- c) Forty-five (45) clock hours for scheduled seminar is equivalent to a forty-five (45) contact hour.

5.6 Vocational Program/Course/Instructional Assignments

5.6.1 For the purposes of Article 5.6, the assigned duty period is 37 weeks including statutory holidays.

5.6.2 Contact Hours for Vocational Programs

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

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

5.6.3 English Language Training Instructors will not be assigned more than twenty-two and a half (22.5) hours of instruction as defined in Article 5.6.2 (a) per week averaged over the assigned duty period.

Access Education Instructors will not be assigned more than eighteen (18) hours of instruction as defined in Article 5.6.2 (a) per week over the assigned duty period.

5.6.4 Recognizing the difference in instructional methodology and program need, the maximum vocational student contact hours will vary between vocational



programs. The maximum vocational student contact hours per week, averaged over the assigned duty period, are as follows:

- a) For Trades, Horticulture, and Culinary Arts – twenty-eight (28) hours
- b) For Office Administration, Directed-Study/Self-Paced Access Education, including Fundamental programs, and other vocational programs with similar instructional delivery– twenty-five (25) hours. Included within those twenty-five (25) hours will be a maximum of two and one-half (2.5) hours per week of vocational student contact hours as defined in Article 5.6.2 (e).
- c) For Semesterized Access Education and other vocational programs with similar instructional delivery, Health Care Assistant, Practical Nursing, Dental Assistant, **Education and Skills for Employment Program**, English Language **Program**, Child, Youth, and Family Studies Program, Mountain **Adventure** Skills Training, Adventure Tourism Business Operations– twenty-five (25) hours.

5.6.5 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 5.6.4, the Instructor will receive compensatory time off on an hour for hour basis, e.g. if the Instructor's average Vocational Student Contact Hours should be no greater than twenty-five (25) and the Instructor works an average of thirty (30) such hours in the assigned duty period the Instructor will bank five (5) hours compensatory time off per duty week in that year.

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

5.7 Auxiliary Vocational Course/Program instructors shall be employed for the lesser of:

- a) double their assigned contact hours to a maximum of three (3) paid hours; or
- b) a half day and be paid for 3.5 duty hours; or
- c) a full day and be paid for 7.0 duty hours.

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

5.8 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 their contact hours determined by pro-rating Articles 5.5 and 5.6.

- 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)	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 their maximum duty year contact hours (Article 5.5.2) reduced by proration to maximums set out in the following articles.
        - 5.9.2.1.1 Cranbrook to Golden return thirty (30) times per duty year: a maximum of four hundred and five (405) contact hours per duty year.
        - 5.9.2.1.2 Cranbrook to Creston or Fernie or Invermere return thirty (30) times per duty year: a maximum of four hundred and fifty (450) contact hours per duty year.
      - 5.9.3 Vocational and non-instructional employees who are required to travel on College business shall have their weekly assigned duty time reduced by the hours travelled during that week, as per 5.9.1.
- 5.10 Program Coordinators
  - 5.10.1 Responsibilities of Program Coordinators
    - 5.10.1.1 Program Coordinators are regular faculty employees who will be assigned duties and responsibilities by a Dean or delegate. Program Coordinators will be selected from within the broad program area and will know the curriculum requirements, the structure of the courses within the program, and the College support services available. Duties will include coordinating program delivery and acting as a liaison between the department and the Dean or delegate for general issues.
    - 5.10.2 Program Coordinator Release Time
      - 5.10.2.1 The amount of release time for Program Coordinators will be determined by the College based on a measure of time appropriate to the responsibilities. Each year the College will provide the Association with a list of Program Coordinators and their release time.
    - 5.10.3 Orientation of Program Coordinators
      - 5.10.3.1 The College shall provide an orientation process for new Program Coordinators.

- 5.10.4 Evaluation of Program Coordinators
- 5.10.4.1 Program Coordinators shall participate in the Faculty Performance Review Process, as per Article 10, prior to the expiration of their probationary period. As the Program Coordinator position is not full time, only part of the employee's Performance Review will focus on the coordinator duties. The Dean will initiate the review process at the beginning of the Program Coordinator appointment. At this meeting, the Dean and the Program Coordinator will agree on the employee's goals for the cycle and the sources of information for Program Coordinator feedback and groups of faculty from which feedback is to be gathered.
- 5.10.4.2 The employee in a probationary period for a Program Coordinator position, upon a successful evaluation, will be confirmed as noted in 6.3.1
- 5.10.4.3 If a Program Coordinator has an unsuccessful evaluation on the items relating to their Coordinator duties, the Dean will clearly specify the deficiencies and, with the Program Coordinator, will develop an action plan for performance improvement. After four (4) months, if it is determined insufficient progress has been made, the employee in the probationary or incumbent Program Coordinator position will return to their previous position.
- 5.11 Department Heads
- General
- 5.11.1 There will be a minimum of three (3) full time Department Head positions. Normally, the Department Head positions will be filled from within the bargaining unit.
- 5.11.2 Duties and Responsibilities
- The Department Head will be assigned duties and responsibilities by the Dean. These duties will include assisting the appropriate Dean on an on-going basis, with the day-to-day general administration, supervision and coordination of a department; **providing feedback for performance review**, direction of departmental curricula, standards and **quality of** instruction; and liaison between the faculty within the department and other Department Heads, and the Dean(s), and between the department and personnel at the campuses involved with the programs and courses comparable to those within the department in Cranbrook.
- 5.11.3 Evaluation
- 5.11.3.1 Department Heads shall participate in the Faculty Performance Review Process, as per Article 10, prior to the expiration of their probationary period and then again before the expiry of their three (3) year term. The Dean will initiate the review process. At this meeting, the Dean and the Department Head will agree on the employee's goals for the cycle and the sources of information and groups of faculty from which feedback is to be gathered.

- 5.11.3.2 The employee in a probationary period for a Department Head position, upon a successful evaluation, will be confirmed as noted in 6.2.3.
- 5.11.3.3 If a Department Head has an unsuccessful evaluation, the Dean will clearly specify the deficiencies and, with the Department Head, will develop an action plan for performance improvement. After four (4) months, if it is determined insufficient process has been made, the employee in the probationary or incumbent Department Head Position will return to their previous position.

## 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 their current appointment, as to whether or not they 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 positions relevant to this Agreement will be posted, online and on notice boards designated for that purpose, within the College and may be advertised outside of the College. A position will be defined as vacant when no bargaining unit member has a right of first refusal to the work.

6.1.2.2 Prior to each semester, (normally July and November) a general advertisement indicating possible auxiliary employment opportunities will be published online at a variety of job sites, will be posted on the College's website, and will be forwarded to Department Heads (or Coordinators in program areas where there are none) and Campus Managers. An electronic copy of these general advertisements will be forwarded to the President of the Faculty Association.

### 6.1.2.3 Emergency Hire Situation

6.1.2.3.1 An emergency hire situation arises when there is an unanticipated absence of an employee **or an unanticipated growth in a program**, the time available to secure the services of a qualified employee is less than **thirty (30)** working days, and there is no other employee with a right of first refusal to the work.

6.1.2.3.2 An Emergency Hire is a short-term replacement position. Depending on the program or service, the position will be until the end of the current academic semester.

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

### 6.1.3 Search Committee

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

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

- a) the appropriate Dean and/or designate who shall be Chair,
- b) if applicable, the appropriate Department Head and/or Program Coordinator from the program or service area,

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

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

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

## 6.2 Selection and Term of a Department Head

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

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

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

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

6.2.2 A Department Head Selection Committee will include:

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

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

The recommendation committee will review all eligible applications for the position, will short-list and interview the candidates, and will make (a)

recommendation(s) to the Dean/delegate.

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

6.3 Selection and Term of a Program Coordinator

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

6.3.2 A Program Coordinator Selection Committee will include:

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

6.3.3 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.

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

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

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

(a) the assignment repeats work for which the employee was previously hired through a posting under Article 6 (i.e. the same course or collection of courses in a program area;

OR

(b) the Dean has determined that an employee is qualified for one or more courses in a program area based on a review of qualifications. That employee will then have a right of first refusal to that course or courses.

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

6.4.1 A Regular Part-time employee shall have the initial right of first refusal for additional work assignments as per Article 6.4. 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.

- 6.4.2 (a) A Non-Regular employee who has been selected for appointment per Article 6 shall have the right of first refusal for additional Auxiliary work assignments as per Article 6.4. The temporary workload increase shall not exceed (100%) one hundred percent of equivalent full-time duty as per Article 5.2.

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

- (b) A Non-Regular employee who has been selected for appointment per Article 6 and who has worked at least (60%) of an annualized workload (or 50% of an annualized workload if hired to replace a Regular employee per Article 2.2.4) shall have the right of first refusal for additional Term work assignments as per Article 6.4. The temporary workload increase shall not exceed (100%) one hundred percent of equivalent full-time duty as per Article 5.2.

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

- 6.4.2.1 In situations as per 6.4.2 above, where more than one Non-Regular employee is claiming a right of first refusal, the determining factor for that right shall be based upon total duration of service within the bargaining unit. Service will be calculated in months using the same process used for Regular employees, as per Article 13.1.6. In the case of equal rankings, the employee with the earlier date of first appointment with the College will have the right of first refusal. Seniority will be lost if a break of service of more than twenty (20) months occurs.

- 6.4.2.2 The employer will maintain a record of time worked by Non-Regular employees at the College for the purposes of right of first refusal and regularization. The employer will also maintain a record of time worked by Regular Part-time and Regular Sessional employees for the purpose of right of first refusal and conversion to Regular Full-time. The employer will create and maintain a database of employee rights of first refusal as determined by Article 6.4.



7 SALARIES AND PREMIUMS

7.1 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

**Salary Increase**

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

- (a) Effective April 01, 2022, all annual salary scales in the collective agreement which were in effect on March 31, 2022 shall have each step increased by \$455. The resulting rates of pay will then be increased by a further 3.24%. The new rates of pay shall be rounded to the nearest whole cent or dollar as applicable.
- (b) Effective April 01, 2023, all salary scales in the collective agreement which were in effect on March 31, 2023 shall be increased by 5.5%. The new rates of pay shall be rounded to the nearest whole cent or dollar as applicable.
- (c) Effective April 01, 2024, all salary scales in the collective agreement which were in effect on March 31, 2024 shall be increased by 2%. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (d) The above salary increases may be adjusted pursuant to Letter of Understanding #26 Re: Cost of Living Adjustment.

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

**Effective April 1, 2022 (\$455 then apply an increase 3.24%)**

	<b>Annually</b>	<b>Monthly</b>	<b>Semi-Monthly</b>	<b>Daily</b>	<b>Hourly</b>
1	102,655	8,554.58	4,277.29	394.83	56.40
2	96,195	8,016.25	4,008.13	369.98	52.85
3	89,635	7,469.58	3,734.79	344.75	49.25
4	85,990	7,165.83	3,582.92	330.73	47.25
5	82,854	6,904.50	3,452.25	318.67	45.52
6	79,725	6,643.75	3,321.88	306.63	43.80
7	76,590	6,382.50	3,191.25	294.58	42.08
8	73,459	6,121.58	3,060.79	282.53	40.36
9	70,326	5,860.50	2,930.25	270.48	38.64
10	67,192	5,599.33	2,799.67	258.43	36.92
11	64,061	5,338.42	2,669.21	246.39	35.20

**Effective April 1, 2023 (5.5% plus 1.25% COLA)**

	<b>Annually</b>	<b>Monthly</b>	<b>Semi Monthly</b>	<b>Daily</b>	<b>Hourly</b>
1	109,584	9,132.00	4,566.00	421.48	60.21
2	102,688	8,557.33	4,278.67	394.95	56.42
3	95,685	7,973.75	3,986.88	368.02	52.57
4	91,794	7,649.50	3,824.75	353.05	50.44
5	88,447	7,370.58	3,685.29	340.18	48.60
6	85,106	7,092.17	3,546.08	327.33	46.76
7	81,760	6,813.33	3,406.67	314.46	44.92
8	78,417	6,534.75	3,267.38	301.60	43.09
9	75,073	6,256.08	3,128.04	288.74	41.25
10	71,727	5,977.25	2,988.63	275.87	39.41
11	68,385	5,698.75	2,849.38	263.02	37.57

**Effective April 1, 2024 (2% could be as high as 3% with COLA)**

	<b>Annually</b>	<b>Monthly</b>	<b>Semi-Monthly</b>	<b>Daily</b>	<b>Hourly</b>
1	111,776	9,314.67	4,657.33	429.91	61.42
2	104,742	8,728.50	4,364.25	402.85	57.55
3	97,599	8,133.25	4,066.63	375.38	53.63
4	93,630	7,802.50	3,901.25	360.12	51.45
5	90,216	7,518.00	3,759.00	346.98	49.57
6	86,808	7,234.00	3,617.00	333.88	47.70
7	83,395	6,949.58	3,474.79	320.75	45.82
8	79,985	6,665.42	3,332.71	307.63	43.95
9	76,574	6,381.17	3,190.58	294.52	42.07
10	73,162	6,096.83	3,048.42	281.39	40.20
11	69,753	5,812.75	2,906.38	268.28	38.33

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

Effective April 1, 2020, the language under Article 7.2 Salary Schedule for Auxiliary Faculty is deleted. See LOU#19 Re: Service Improvement Allocation.

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 their increment date. The increment date is the anniversary of their employment provided that:

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

For an employee whose increment date has previously been established as July 1, there shall be no change in their increment date.

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

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.

A copy of Article 7.4.1 will be included with each new employee's letter of hire.

- 7.4.1.3 The onus is on the prospective employee to submit, prior to appointment, documentation in proof of instructional/work experience for credit.
- 7.4.1.4 The Association shall be advised of the name and initial placement of all employees upon confirmation of appointment.
- 7.4.1.5 An employee who feels that an anomaly or inequity exists in their initial placement on the salary schedule may, within ninety (90) working days of their initial placement, request a review by the President of the Association and the appropriate Dean/Manager.

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

#### 7.4.2 Re-evaluation of Placement on Regularization

An employee who is regularized as per Article 2.2.8 after performing work both as an Auxiliary and as a Term employee following their initial placement on the Salary Schedule, may within thirty (30) working days of their regularization, request that the Executive Director, Human Resources, re-examine their placement on the grid to ensure that full credit for all work performed for the College by the employee is reflected in the salary step on which the employee is paid.

#### 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 **\$4.00 (four dollars)** per hour premium.

#### 7.6 Instructor Diploma or Equivalent

- 7.6.1 Employees are encouraged to undertake advanced training to augment instructional processes and professional skills. This undertaking can be shown through the completion of the BC Provincial Instructor Diploma, the Native Adult Instructors Diploma, or equivalent.
- 7.6.2 If not already completed on hire, regular instructors shall complete the BC Provincial Instructor Diploma Program or have demonstrated its equivalence within three years after the date of appointment. Extensions may be granted by the appropriate Dean, provided there has been evidence of regular progress toward completion. To ensure each employee is aware of this requirement, a copy of Article 7.6 will be included with each new employee's letter of hire.

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

- i) Studies at a post-secondary institution of one hundred and eighty (180)

accumulated course hours or its equivalent in instructional or pedagogical methodology and theory based on such as the following:

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

OR:

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

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

7.6.3 Where an employee completes the BC Provincial Instructor Diploma, the Native Adult Instructors Diploma, or the equivalent as described in (i) or (ii) above, the employee shall advance one (1) additional step on the appropriate salary scale effective on the next anniversary/increment date.

7.6.3.1 Where a regular or term employee does not meet the requirements of 7.6.1 above they shall not receive their third increment when due but shall continue to advance normally thereafter.

7.6.3.2 The appropriate Dean/delegate may forestall the increment delay period in 7.6.3.1 on one occasion only in special circumstances such as a leave without pay, extended sick leave, or other extenuating circumstances.

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

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 Employees may use a personal or rental when traveling for approved College business. The most economical and practical method shall be used. If a rental vehicle is used, the College will undertake to pay the lease or rental charges. If a personal vehicle is used, the College will pay the mileage rate as per College policy.

8.1.3 Vehicle Insurance

A regular or term employee who is required to travel in excess of sixteen-hundred (1600) kilometers per insurance year between College campuses on College business shall, subject to the prior approval of the VP Academic/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 they are normally assigned, will be reimbursed upon presentation of appropriate receipts.

Any anticipated extraordinary business expenses shall be subject to prior approval by the VP Academic/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.
- 9.1.2.2    A term employee, as per Article 2.2.4, will have the option to participate in the Group Health and Dental Benefits plan; in which case, the premiums will be pro-rated.
- 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 **eight percent (8%)** 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      Break Between Christmas and New Year's
- 9.2.2.1    The break between Christmas and New Year's (December 25 to January 1) shall normally be scheduled for Regular employees as vacation days. As part of their annual Leave Plan request, a regular employee may request to take some or all of these days as non-instructional duty days or professional development days.
- 9.2.3      The annual vacation entitlement will normally be taken during the calendar year.
- 9.2.4      A term employee will be paid **the equivalent of** sixteen percent (16%) of their salary in lieu of the annual vacation entitlement.

**9.2.4.1 A term employee with an assignment of 10 months or longer may elect prior to the commencement of the term assignment to take vacation as time in place of salary in lieu as outlined in 9.2.4 above.**

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

9.2.5 An auxiliary employee will be paid annual vacation pay in the amount of four percent (4%), eight percent (8%) effective April 1, 2020, 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, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, BC Day, Labour Day, **National Day for Truth and Reconciliation**, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day

9.4 **Pension**

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 their 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 thirty (30) day period will require validation by a physician.

9.5.4 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 thirty (30) day period 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 Executive Director, Human Resources, or their delegate.



- 9.6 Short and Long Term Disability
  - 9.6.1 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.
    - 9.6.1.1 An employee who has retained a sick leave bank accrued prior to April 1, 2002, may choose to utilize any or all of that bank after the first thirty (30) days of illness or injury. Instead of drawing STD benefits, those employees with banked sick leave, can use those days and be paid at one hundred percent (100%) of their weekly salary until such time as their sick leave bank is depleted, they return to work, or they are eligible for long-term disability (LTD) benefits.
    - 9.6.2 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.
    - 9.6.3 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).
    - 9.6.4 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 granted an exemption from the Common Disability Benefits Plan.
- 9.7 Group Life Insurance/Accidental Death and Dismemberment.
  - 9.7.1 The College shall pay one hundred percent (100%) of the premium cost of the group life insurance plan and an accidental death and dismemberment insurance plan, except as per 9.1.4.1.
  - 9.7.2 The life insurance plan will provide coverage at three (3) times an employee's annual salary to the next highest \$1,000.
  - 9.7.3 The minimum coverage for an employee is \$50,000.
  - 9.7.4 Coverage under the accidental death and dismemberment insurance plan will be equal to that of the life insurance plan.
- 9.8 Health Insurance
  - 9.8.1 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 six hundred and fifty dollars (\$650) 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.

**9.11 MSP of BC**

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

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

## 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 them 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.

### 10.2 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.

c) The Dean/Manager will extend the probationary period of an employee for one additional year when:

i) Dean/Manager has conducted an all inclusive evaluation of the employee and

ii) Dean/Manger has reached the conclusion that the employee's performance is unsatisfactory, but, in Dean/Manager's 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.

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

### 10.3 Evaluation Data

The employee shall be offered the opportunity to review, with the appropriate Dean/Manager, their evaluation data and report. The employee shall also be given the opportunity to make written comments about their 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 and the Executive Director, Human Resources.

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 Vice President, Academic.

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.

- 11            LEAVES OF ABSENCE FROM DUTY
- 11.1        General
- 11.1.1      Every employee has the obligation to be on duty on their 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 their previous position and with all increases to wages and benefits to which they would have been entitled had the leave not been taken.
- 11.3        Pregnancy and Parental Leaves
- 11.3.1      Written Application
- 11.3.1.1    Pregnancy and/or Parental leaves will be granted per Sections 50 and 51 of Part 6 of the *Employment Standards Act* on written application to the appropriate Dean/delegate.
- 11.3.1.2    The written application for Pregnancy Leave will be supported by a certificate from a medical practitioner stating the employee is pregnant and estimating the probable date of birth of the child.
- 11.3.1.3    The employee applying for adoption leave shall furnish proof of legal adoption of a child.
- 11.3.1.4    If the leave will affect part or all of any semester, the employee shall give **as much notice as practicable, but not less than** four (4) weeks' notice before the day the employee proposes to begin leave to allow satisfactory arrangements to be made to cover any duties involved.
- It is understood that unforeseen circumstances may prevent an employee from providing at least four (4) weeks' notice before the actual start of the leave. In these circumstances there shall be no consequences for the employee.**
- 11.3.1.5    Refer to the Common Agreement Article 8 – Parental Leave which outlines benefit entitlements.
- 11.4        Jury Duty and Court Appearance
- 11.4.1      When summoned to serve on a jury; when subpoenaed as a witness in criminal

proceedings, or as a witness in a civil action if not a party thereto; when appearing as a defendant in a criminal or traffic case if acquitted therefrom; the 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 the employee and shall pay all such fees to the College.

11.5 Compassionate Leave and Bereavement Leave

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

11.6 General Leave of Absence Without Pay for a Regular Employee

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

11.7 Political Leave

11.7.1 Refer to Common Agreement Article 7.11 – Public Duties.

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

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

11.8 Voluntary Workload Reduction

11.8.1 A Regular Full-Time employee may make written application to the appropriate Dean/Manager to voluntarily reduce their 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.

11.9 **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.

**11.10 Gender Affirmation Leave**

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

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 their consent if there exists at the campus to which they are currently assigned an appropriate vacant position for which they are qualified and have the present skills, competencies and abilities;

12.1.1.2    shall not be transferred to another campus without their 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 ten percent (10%) of annual salary. If a regular employee's work is transferred to another campus, and the employee accepts a transfer to that campus, then the employee is entitled to receive moving expenses.

12.2.2      The guidelines for determining eligible moving expenses are those followed by Canada Revenue Agency 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 AND TECHNOLOGICAL CHANGE

### 13.1 Layoff of Regular Employees

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

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

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

#### 13.1.1 Notification and Employee Input

As part of the Program and/or Budget Review processes, if the College identifies program areas/departments where there is potential for a loss of employment of regular employees, the College will implement the provisions of Article 6.4 of the Faculty Common Agreement. A copy of relevant financial and/or enrollment information related to the applicable review process will be provided to the President of the Faculty Association.

13.1.2 As part of the process under Article 6.4.1 of the Faculty Common Agreement, employees will be given an opportunity to generate solutions to the identified concerns.

#### 13.1.3 Advance Notification

The College President, **or Vice President of Academic and Applied Research**, shall notify the President of the Faculty Association in writing of the College's decision to reduce the regular employee(s), the reason(s) related thereto per article 13.1; and the specific functional area(s) to be reduced.

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

#### 13.1.4 Association Recommendations

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

received advance notification.

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

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

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

### 13.1.5 Reduction Sequence (Employee Functional Areas)

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

#### Employee Functional Areas for Layoff and Recall

Accessibility Services Coordinator	CYFS: Early Childhood Education	Librarian
Adult Basic Education/ <b>Upgrading for Academic &amp; Career Entry-UACE</b>	CYFS: Education Assistant	Mathematics
Adventure Tourism Business Operations	CYFS: Human Service Worker	Millwright/Industrial Mechanic
Anthropology	Dental Assisting	Mountain Adventure Skills Training
<b>Applied Science</b>	Economics	Office Administration
Astronomy	Educational Advising	Philosophy
Automotive Service Technician	Electrical	Physics
Bachelor of Science Nursing	English	Planermill Maintenance
Biology	English Language Training	Plumbing
<b>BMGT: Accounting</b>	<b>ESEP: Education and Skills for Employment</b>	Political Science
<b>BMGT: Finance</b>	Fine Arts	Practical Nursing
<b>BMGT: General Management</b>	French	Psychology
<b>BMGT: Marketing</b>	Geography	Recreation Management
Carpentry/Joinery	Geology	Religious Studies
Chemistry	Hairdressing/Hairstylist	Small Engine Repair
Communications	Health Care Assistant	Sociology
Computer Information Systems	Heavy Duty Equipment Technician/Truck and Transport Mechanic	Spanish
Computing Sciences	History	<b>Teaching and Learning</b>

		<b>Specialist</b>
Counsellor	<b>Hospitality Management</b>	Theatre
Creative Writing	<b>Indigenous Education Advisor/Coordinator</b>	Timber Framing
Criminology/ Criminal Justice	<b>Indigenous Studies</b>	Tourism Management
Culinary Arts/Professional Cook Training	Kinesiology	Welding
Curriculum Developer	Learning Specialist	Women's Studies

**Inactive Functional Areas:**

The employee functional areas listed below are currently inactive:

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

This list of functional areas can be amended per article 13.1.5.4

13.1.5.1 A regular College employee will be listed by seniority per Article 13.1.6 in one (1) primary functional area, based on their major portion of duties and responsibilities (duty hours) during their previous two (2) calendar years **prior to January 1 of the current year**. This list as provided or as otherwise amended by the College President in accordance with this Collective Agreement, will remain in effect for the duration of the Agreement.

13.1.5.2 A new regular employee will have their primary functional area identified by the Dean/**Director** upon appointment.

13.1.5.3 The listing of regular employees referred to in Article 13.1.5.1 may be amended

at the beginning of each calendar year by the College President in order to identify any employee who has qualified for a second functional area in accordance with the following criteria:

- a) They have declared to the Dean/**Director** in writing their intention to seek listing in a second functional area;

and,

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

and,

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

- 13.1.5.3.1 A faculty member who is currently listed with a second functional area will retain that second functional area. If a faculty member's primary functional area changes, their previous primary functional area will become their second functional area.**
- 13.1.5.3.2 In January of each year, a faculty member may apply to be listed on the seniority list in a second functional area. Such application must be forwarded to the faculty member's Dean or Director on or before January 31.**
- 13.1.5.3.3 In February each year, the seniority list will be amended as per successful applications from article 13.1.5.3.2**
- 13.1.5.3.4 A faculty member can only have one second functional area. If a faculty member successfully applies for a second functional area, per article 13.1.5.3.2, and they already have a second functional area, the previous second functional area will be removed.**
- 13.1.5.4 Should it become necessary for the College to introduce a new regular position which would in turn necessitate adding a functional area to those listed in Article 13.1.5, the College President may do so at any time, and will meet the requirements of this Collective Agreement by providing the President of the Faculty Association with a copy of the amended list referred to in Article 13.1.5. and a copy of the amended list referred to in Article 13.1.5.1. **Reactivation of inactive functional areas will follow the same process.**
- 13.1.5.4.1 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 they qualify per clause 13.1.5.1 or 13.1.5.3.

13.1.5.4.2 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 their two functional areas.

13.1.6 Seniority

13.1.6.1 Calculation for Regular Employees

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

13.1.6.2 Service for Non-Regular Employees

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

13.1.6.3 Conversion of Service Upon Regularization

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

13.1.6.4 Seniority for Selection Purposes

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

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

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

13.1.6.5 Seniority on Recall

If a former regular employee is recalled as per article 13.1.12, their seniority held per article 13.1.6 on the date of their recall will be reinstated.

13.1.6.6 Seniority List

The Employer shall maintain a seniority list showing all necessary information relevant to the application of the seniority provisions of the Agreement, including but not limited to employee name, functional area(s), status, months of seniority, initial date in the bargaining unit, and regularization date. An up-to-

date seniority list shall be sent to the President of the Faculty Association or designate by January 8<sup>th</sup> of each year.

13.1.6.7 Letter of Appointment

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

13.1.6.8 Seniority Accrual – Paid and Unpaid Leaves

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

13.1.6.9 Loss of Seniority

Regular employees shall lose their seniority in the event that:

- a) They are discharged for just cause;
- b) They voluntarily terminate their employment;
- c) They are on layoff for more than two (2) years;

13.1.7 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 they are fully qualified.

13.1.8 Notice of Layoff

13.1.8.1 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.

13.1.9 Retraining

If a regular employee designated for layoff under article 13.1 has completed at least three (3) years of service as a regular employee, they may, subject to approval by the President or 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 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.

13.1.9.1 If a regular employee designated for layoff under Article 13.1 is granted

retraining as provided for in Article 13.1.9 and subsequently leaves the employ of the College prior to three (3) years from the layoff date applicable to such retraining, they 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 they are obliged to complete subsequent to their return to duty.

13.1.10 Personnel Records

13.1.10.1 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.

13.1.11 Severance Pay

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

**For Regular part-time employees:**

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

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

13.1.11.1 The acceptance of severance pay by an employee shall not prejudice the opportunity of recall at the College.

13.1.11.2 Severance Pay

Where an employee is recalled per Article 13.1.12 during the period covered by severance pay, they 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

13.1.12 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.

- 13.1.12.1 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.
- 13.1.12.2 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 Refer to Common Agreement Article 5 – Copyright and Intellectual Property.

15 PERSONNEL FILES

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

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

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

17.2 The College agrees to comply with all regulations made pursuant to the *Workers Compensation Act* and any other statute of the Province of British Columbia pertaining to occupational health and safety.

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

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

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

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

STUDENT CONCERNS

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

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

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

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

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

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

20.4 A grievance **related to discipline must be initiated** within **twenty (20)** working days of the written notification of **discipline**. Such grievance will proceed directly to Step 2 of the grievance procedure.



## 21 GRIEVANCE PROCEDURE

### 21.1 General

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

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

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

### 21.2 Definitions

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

#### Types of Grievance:

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

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

**Policy Grievance:** A grievance by the Association which may involve a matter of general policy or of general application of the collective agreement. All policy grievances must commence at Step 2.

### 21.3 Steps

#### 21.3.1 Informal Step:

21.3.1.1 An employee, or the Association on behalf of an employee or group of employees, may, within twenty (20) working days of an incident giving rise to a grievance, or of the time when the employee or Association could reasonably have been expected to become aware of the incident, whichever is later, bring the matter to the attention of their immediate supervisor. **The supervisor will advise the employee that they can bring a representative of the association.**

21.3.1.2 No later than ten (10) working days following the notice given pursuant to clause **21.3.1.1**, the supervisor will notify the Association of the grievance; will advise the employee that they have the right to be accompanied by a representative of the Association at any discussion of the grievance; and will meet with the

affected employee and with, where requested by the employee, a representative of the Association.

Every reasonable effort will be made to resolve the matter at this stage of the grievance process. **The supervisor will consult with Human Resources before finalizing a resolution. Any resolution at this stage will be without prejudice.**

21.3.2 Step 1:

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

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

21.3.3 Step 2:

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

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

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

21.3.4 Step 3

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

- **The affected employee's dean/director as appropriate,**
- **The Executive Director, Human Resources or designate,**
- **The Chief Steward of the Association,**
- **The President of the Association or designate,**
- **The employee if the employee wishes to attend,**
- **Either President may invite other(s) with knowledge of the issue(s) in dispute**

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

21.3.5 Step 4: Arbitration

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

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

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

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

21.4 Time Limits

In the event a party fails to reply within the time limits prescribed in this article, the other party may submit the matter to the next step as if a negative reply or denial has been received.

Time limits specified in this article may be extended by mutual agreement of the parties.

22 ACADEMIC FREEDOM

22.1 Every employee is entitled to exercise Academic Freedom in the performance of their duties. However, it is recognized Academic Freedom must be exercised responsibly and act within pertinent legislation.

22.2 People benefit from the search for knowledge and its free exposition. Academic freedom is essential to both these purposes in the teaching function of the College as well as in its scholarship and research. There shall be no infringement or abridgement of the academic freedom of any faculty member.

22.3 Academic freedom is the freedom to examine, question, teach, and learn, and it involves the right to investigate, speculate, and comment without regard to prescribed doctrine. Academic freedom ensures:

- (a) Freedom in the conduct of teaching and the performance of duties;
- (b) Freedom in undertaking research and publishing or making public the results thereof; and
- (c) Freedom from institutional censorship.

22.4 Academic Freedom carries with it the duty to use that freedom in a responsible way and in a manner consistent with the scholarly obligation to base teaching and research on an honest search for knowledge, and on the prescribed learning outcomes of the course outlines.

23 PROFESSIONAL DEVELOPMENT FUNDING AND SCHOLARLY ACTIVITIES

23.1 Common Faculty Professional Development Fund

23.2 Purpose

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

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

23.3 Eligibility

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

23.3.1 Limitations

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

23.4 This fund will be administered in accordance with the provisions of article 16 of the Common Agreement.

23.5 Faculty Development Funds

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

- 23.5.1.2 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 release time for the Chair equivalent to one section of UT workload or equivalent to 20% for vocational workloads for the duration of the appointment period;
- c) Each fiscal year, an amount of \$2,000 (two thousand dollars) from the Faculty Development Fund described in the aforementioned, will be allocated to a Faculty Development Day;

- d) Any unused monies remaining in the Faculty Development Fund at the conclusion of a fiscal year, will be carried forward to the Faculty Development Fund in the next fiscal year.

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

23.5.4 For clarification of Article 23.5, an employee is to apply to the Faculty Development Committee for funding, but is also required to apply to their Dean/Manager for applicable leave approvals. Such approval will not be unreasonably denied.

## 23.6 Scholarly Activities

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

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

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

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

## 24 RESPECTFUL WORKPLACE ENVIRONMENT

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

### 24.1 Harassment

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

The parties agree that proven sexual or personal harassment is a serious violation of an employee's rights, dignity, and personal well-being. The College will investigate all harassment grievances and treat all such grievances with seriousness and confidentiality. All harassment investigations will be conducted according to the rules in Article 2 of the Common Agreement. Where such grievances of a sexual or personal harassment nature are justified, appropriate disciplinary measures, up to and including dismissal, are supported and endorsed by the parties.

#### 24.1.1 Sexual Harassment

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

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

Examples of sexual harassment include:

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

#### 24.1.2 Personal Harassment

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

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

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

#### 24.1.3 Retaliation

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

#### 24.1.4 Process/Proceedings

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

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



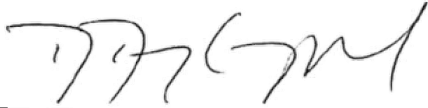
24.1.5 Discrimination and Human Rights

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

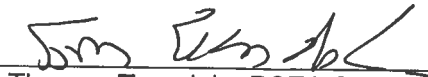
24.15.2 The parties agree that the provisions of Section 8 of the *Human Rights Act*, SBC Chapter 22, 1984, apply as though included in, and forming part of, this Agreement.

SIGNED BY BOTH PARTIES TO THIS AGREEMENT, in the City of Cranbrook, British Columbia, this 18th day of July, 2023.

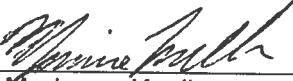
THE COLLEGE OF THE ROCKIES



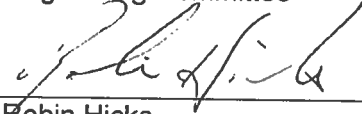
Doug Campbell, PSEA Chair  
Board of Directors



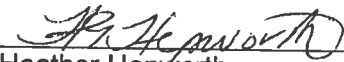
Thomas Teasdale, PSEA Spokesperson  
Negotiation Committee



Marianne Kneller  
Negotiating Committee

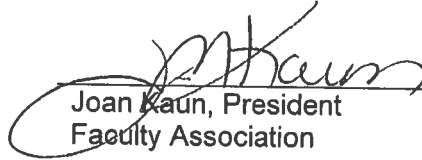


Robin Hicks  
Negotiating Committee



Heather Hepworth  
Negotiating Committee

COLLEGE OF THE ROCKIES  
FACULTY ASSOCIATION



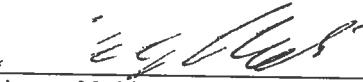
Joan Kaun, President  
Faculty Association



Kevin Boehmer, Chief Bargainer  
Faculty Association



Caley Ehnes  
Negotiating Committee



Larry Maki  
Negotiating Committee



Andre yde  
Negotiating Committee

## **Letters of Understanding Moved or Deleted.**

### **3. Letter of Understanding re: Distributed Learning**

Moved to articles 5.5.1.2 & 5.6.2 as part of the 2022-2025 agreement and subsequently deleted as an LOU.

### **7. Letter of Understanding re: Second Functional Areas**

Moved to article 13.1.5 as part of the 2022-2025 agreement and subsequently deleted as an LOU.

### **11. Letter of Understanding re: Interpretation of Article 13 of the Local Faculty Agreement**

Moved to article 13.1.11 as part of the 2022-2025 agreement and subsequently deleted as an LOU.

### **13. Letter of Understanding re: Deferred Salary Leave Program**

Moved to article 11.9 as part of the 2022-2025 agreement and subsequently deleted as an LOU.

### **14. Letter of Understanding re: Local Government Management Courses**

Deleted as part of the 2022-2025 agreement

### **15. Letter of Understanding re: Joint Committee on Employee Evaluation and Performance Review**

Deleted as part of the 2022-2025 agreement

### **16. Letter of Understanding re: MSP Funding**

Moved to article 9.11 as part of the 2022-2025 agreement and subsequently deleted as an LOU.

### **19. Letter of Understanding re: Service Improvement Allocation**

Deleted as part of the 2022-2025 agreement

### **20. Letter of Understanding re: Service Improvement Fund**

Deleted as part of the 2022-2025 agreement. Unused funds in the SIF as at April 1, 2023 will be distributed to the Personal Protective Equipment Allowance Fund – LOU 22

## 1. 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 of 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 Executive Director, Human Resources for approval. The Executive Director, Human Resources' 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:

Age at Effective Date of Retirement	% of Annual Salary at Time of Retirement
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; andThe participant prepays all premium costs.

## **2. Letter of Understanding re: University Studies and Career Technical Preparation Hours Per Week**

The parties agree to 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 the instructor

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.

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 the instructor has not previously taught.
- this option subject to CORFA's agreement, which must be obtained before seeking agreement of the Instructor, but CORFA's agreement must not be withheld unreasonably.

#### **4. 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
2. allow faculty members to receive appropriate compensation for such work, either in the form of future release time or other direct compensation
3. recognize that faculty members may, from to time, work in an overload situation and to establish a mechanism to track such work overloads
4. 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:

1. Faculty may participate in work outside of the Bargaining Unit as per 5.3.2.
2. 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.
3. 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.

4. 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.
5. 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.
6. 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.
7. 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.)
8. If a faculty member terminates employment prior to using banked time, the faculty member 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.



## **5. 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, the instructor will be entitled to compensation at the applicable bargaining unit rate.

## **6. 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:

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

## 8. 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 their 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.

## **9. Letter of Understanding re: Post Retirement (PR) Faculty**

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

### Definition

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

### Duration of Employment

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

### Workload

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

### Salary

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

### Health and Welfare Benefits

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

### Pension

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

### Professional Development, Vacation and Sick Leave

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

### Right of First Refusal

Notwithstanding Article 6.4, a PR Auxiliary is not eligible to exercise right of first refusal.

## **10. 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 their subsequent period of employment each year. Upon conclusion of the duty requirement for the given year, the employee does not have further commitment to the College until the re-commencement of the duty requirement in the next given year. The provisions of Article 13.1 through 13.1.3.4 only apply for an expected permanent layoff by the College.

### **2 (a) REGULAR SESSIONAL EMPLOYEES**

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

### **3. (a) Right of First Refusal**

A Regular Sessional or a Regular Sessional Part-time employee shall have the right of first refusal for additional work assignments as per Article 6.4 and the additional work assignment(s) are available at the same location where the Regular Sessional or Regular Sessional Part-time employee normally fulfills their work commitment(s).

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

### **(b) Conversion to Regular Sessional**

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

employee.

(c) Conversion to Regular Full-time

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

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

4. Vacation Leave:

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

5. Group Health/Dental Benefits:

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

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

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

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

Applicable conditions of the current Collective Agreement apply.

8. Seniority

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

## **12. Letter of Understanding: Department Heads Compensation**

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

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

- **April 1, 2022 \$7,519**
- **April 1, 2023 \$8,027**
- **April 1, 2024 \$8,188**

Their vacation entitlement will be 6 weeks and they will be entitled to scheduled professional development time of up to 10 days per year (the topic(s) of such professional development requires the approval of the Faculty PD Committee and the immediate supervisor). Vacation and professional development time will be scheduled by their supervisor in consultation with the Department Head.

## **17. Letter of Understanding RE: Dual Credit Courses**

To ensure students are supported in their entry into the workplace and post-secondary studies, the College and CORFA agree to positively embrace dual credit opportunities for high school students in post-secondary courses.

In order to partake in this era of progressive education delivery, the parties further agree that careful and thoughtful planning, including consultation with the Faculty Association, is needed to address the complexities in developing sustainable dual credit opportunities.



## **18. Letter of Understanding: RE: Interpretation of Article 6.4.1**

The College and CORFA agree the conversion provision of Article 6.4.1 shall be interpreted as follows:

When a Regular Part-Time Employee has had a one hundred percent (100%) assignment of duties continuously for twenty-four (24) months), unless the College anticipates a reduction in the amount of available work, the employee shall be converted to a Regular Full-Time Employee as defined in Article 2.2 Definitions. The conversion will be effective July 1 of the current year.

If one hundred percent (100%) workload is not available immediately, the employee will continue as Regular Part-Time and exercise right of first refusal. They will be converted to Regular Full-Time immediately upon being assigned a workload of one-hundred percent (100%) at any point within twenty-four (24) months following the initial twenty-four (24) month period described in the paragraph above.

If an employee does not obtain one hundred percent 100% workload in the second twenty-four (24) month period following the period described above, they will remain as Regular Part-Time and must begin the second twenty-four (24) month qualification period again.

## **21. Letter of Understanding RE: Coordinator Fund**

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

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

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

### **Funds:**

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

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

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

### **The Committee:**

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

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

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

### **Criteria and Priorities:**

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

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

## **22. Letter of Understanding RE: Personal Protective Equipment Allowance Fund**

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

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

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

**23. Letter of Understanding RE: Contribution to the CORFA membership and engagement committee**

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

#### **24. Letter of Understanding RE: Articles 12 and 13 of the Common Agreement**

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

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

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

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

## **25. Letter of Understanding RE: Wellness Spending Account**

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

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

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

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

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

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

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

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

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

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

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

## 26. Letter of Understanding RE: Cost of Living Adjustment

### Definitions

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

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

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

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

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

### COLA

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

#### April 2023

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

#### April 2024

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