



**THOMPSON RIVERS
UNIVERSITY**

OPEN LEARNING DIVISION

Collective Agreement

between the

Thompson Rivers University

and the

**Thompson Rivers University Open Learning Faculty
Association (TRUOLFA)**

Effective April 1, 2012 to March 31, 2014

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ARTICLE 1 PRELIMINARY

1.1 General Purpose

The Employer and the Union agree that the purpose of this agreement is to set forth and define the terms and conditions of employment, to provide a procedure for the prompt handling and settlement of differences which may arise between the Employees and the University, and to provide an orderly procedure for Employees to participate through their Union representative in collective bargaining.

1.2 Term of Agreement

This Agreement is binding on the respective Parties from **April 1st, 2012** to and including **March 31st, 2014** and thereafter from year to year unless written notice of intent to amend or terminate is given by either Party to the other Party any time within four (4) months prior to the expiration of the Agreement. During such period of negotiations, this Agreement shall remain in full force and effect until:

- a) the Union commences a lawful strike; or
- b) the University commences a lawful lockout; or
- c) the Parties enter into a new or amended Agreement, whichever occurs soonest.

Where a notice is not given by either Party ninety (90) days or more prior to the expiry of the Agreement, both Parties shall be deemed to have given notice ninety (90) days prior to the expiry.

All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the University shall be given by the President of the Thompson Rivers University.

1.3 Commencement of Bargaining

Where a Party to this Agreement has given notice under this Article, the Parties shall within fourteen (14) calendar days after the notice was given, commence collective bargaining.

1.4 Change in Agreement

Any alteration or amendment deemed necessary to this Agreement may be made by mutual agreement at any time during the life of this Agreement.

1.5 Legislation - Effect of Changes

It is agreed that if any provision of this Agreement is, or shall, at any time, be contrary to the law, then such provision shall not be applicable. The Parties shall meet to consult on appropriate action to be taken including, if necessary, negotiations. All other provisions of the Collective Agreement shall remain in full force and effect.

1.6 Precedence of Agreement

If there is any conflict between the written terms of this Agreement and the written rules and regulations of the Employer, the written terms of this Agreement shall take precedence.

1.7 Definitions for the purposes of this Agreement

1) Agreement

Means the current contract between the Parties including the appendices, letters of understanding and any alterations or amendments.

2) Bargaining Unit

Means all Employees covered by the certificate of bargaining issued by the Labour Relations Board.

3) Business Day

Means Monday through Friday excluding Statutory Holidays.

4) Course Development Work

Means the writing, revising, or reviewing courses and other instructional materials or providing content expertise for a Major Course Revision or New Course Development.

Major Course Revision or New Course Development- means the introduction of a new core text or other core learning resource, the change in the pedagogical methodology of a course or the development of a new course.

5) Course Maintenance Work

Means the updating of course material to ensure accuracy and currency.

6) Employee

Employee shall mean an Open Learning Faculty Member who is covered by this Collective Agreement and is a member of this bargaining unit. Members of TRUOLFA are members of the TRU-OL Faculty.

a) Regular Employee: An Employee who has an appointment that runs continuously and extends beyond a year or an Employee who has an appointment with a fixed completion date and which recurs within the next twelve (12) months from the end date of the previous appointment per the provisions of b) iii) below.

b) Temporary Employee: An Employee who is appointed to:

i) cover an emergency, or;

- ii) cover temporary leaves of absence of Regular Employees if another qualified regular employee in the program area is not available, or;
- iii) cover a particular assignment with a fixed completion date and that assignment does not recur in the next twelve (12) months from the end date of the last appointment. If, however, an appointment does recur within the next twelve (12) months from the end date of the last appointment, the Employee shall be regularized effective the start date of the subsequent appointment.

7) Employer

The University as defined under the Thompson Rivers University Act.

8) Open Learning Faculty Members

Because of its unique mandate and instructional methods, teaching and learning at the Thompson Rivers University is a shared responsibility among staff who are accountable for the origination, development, delivery, management and evaluation of Open Learning Division programs and courses and related services.

In amending the Collective Agreement as set out in Article 1(a) of the Memorandum of Agreement known as and referred to by the parties as the “name change” Memorandum of Agreement and signed off on June 21, 2010, the parties expressly acknowledge that they do not intend to change the legal status of the employees referred to in Article 1(a) of the Memorandum of Agreement; the changes are changes in terminology only and do not denote a change in status, responsibilities or entitlements, nor do such changes carry with them any implications or expectations with respect to future changes in status, responsibilities or entitlements. Any future changes in status, responsibilities or entitlements would therefore have to be mutually bargained and the changes set out in Article 1(a) of the Memorandum of Agreement would have no bearing on that bargaining.

Note – Open Learning Faculty Member has been abbreviated to “OLFM” throughout the Collective Agreement.

9) Intake Period

January 1 to February 28 (or 29)
March 1 to April 30
May 1 to June 30
July 1 to August 31
September 1 to October 31
November 1 to December 31

10) Bi-weekly Print Stipend

A flat fee payable bi-weekly to OLFMs who deliver Print courses.

11) Per Student Fee (Base Pay)

A flat per student fee payable to all Employees except Clinical OLFMs, Directed Studies OLFMs, Lab OLFMs and any OLFMs if paid by the alternative flat rate method.

12) Pilot Project

A one-time only offering for which the terms and conditions will be dealt with by the provision Article 6.5 3).

13) Substitution

Substitution occurs when an Employee assumes responsibility for an absent Employee's workload or a portion of that workload during a period of leave. A substituting employee's status will not change as a result of the additional assignment.

14) Workshop

An event sponsored by and held at the discretion of the Employer for the purposes outlined in Article 8.3.

15) Course Modality

For the purposes of this Collective Agreement there are two modalities of course delivery: Independent study and Online. Independent study includes the following delivery methods: Print, Standard Web, Dynamic Web, and Labs.

16) Course Revision

A course will be determined to be revised rather than new only if: (1) it remains in the same modality; and (2) if students are restricted from taking the course for further credit as a result of having taken a previous course due to the two courses having the same or similar learning outcomes.

ARTICLE 2 UNION RECOGNITION

2.1 Sole Bargaining Agent

The Employer recognizes the Union as the sole bargaining agent for all Employees to whom the certification issued by the Labour Relations Board applies.

No Employee shall be required or permitted to make a written or verbal agreement with the Employer which conflicts with the terms of this Agreement. Any such agreement shall be null and void.

2.2 Maintenance of Membership

All Employees shall pay Union dues. All Employees at the date of signing of this Agreement who are members of the Union shall, as a condition of employment, continue to be members of the Union. All new Employees shall, as a condition of employment, become members of the Union. Failure for new Employees to become a member or to give authorization for dues deductions shall constitute cause for dismissal.

2.3 Union Correspondence

The University agrees that a copy of any correspondence between the University and any Employee in the Bargaining Unit covered by this Agreement, pertaining to the interpretation or application of any clause in this Agreement with respect to the said Employee, shall be forwarded to the President of the Union or his/her designate.

2.4 Dues Checkoff and Initiation Fees

In every pay period, the Employer agrees to deduct from all Employees an amount equal to the prescribed dues, initiation fees and assessments of the Union.

The Union shall advise the Employer in writing of all initiation fees, dues and assessments required by the Union.

All Union Dues and initiation fees or assessments so deducted shall be remitted by the Employer to the Treasurer of the Union within twenty-eight (28) calendar days after the date when the deductions were made. Although the Employer has twenty-eight (28) calendar days to provide such payment, the Employer will attempt to maintain the current situation of providing payment within fourteen (14) calendar days of the deduction.

The monies shall be remitted together with a list of the names of the Employees from whom such deductions were made, and the amount of the deduction made on behalf of each Employee. In addition, the Employer will provide a list of new Employees hired as well as persons who since the last list ceased to be Employees.

The Employer has no financial responsibility for the fees, dues or assessments of an Employee, unless the Employer owes the Employee sufficient unpaid wages to pay the fees, dues or assessments assigned.

2.5 Union Representation

1) General

The Employer agrees to recognize elected and appointed members authorized to act on behalf of the Union.

2) Negotiation Meetings

The total payment to the Union for Employee representatives attending negotiation meetings with the Employer shall be as per Appendix A (Wage Schedule Union

Remuneration Fund). Any Union Remuneration funds not spent will be carried over into the next year.

3) Appointment of Stewards

The Union agrees to advise the Employer in writing of the names of the Stewards and changes as they occur.

4) Temporary Reduction of TAP

Members occupying the positions of President, Chief Steward and Chief Bargainer of the Union Executive shall have the option to request a reduction in their TAP for the period they hold office.

Members must provide one month's notice when requesting a TAP reduction. Such requests will not be unreasonably withheld.

The available TAP cannot be allocated to an OLFM who already has TAP in the delivery method of the course, and cannot be allocated to a Temporary employee.

Except for cohort delivery, when the Member finishes a term of office, his/her former TAP allocation will be reinstated, and active students who would have been assigned to him/her according to the original TAP allocation will be transferred back. The Member will not receive base pay for active students who are transferred back to the Member.

5) Federation of Post Secondary Educators of BC (FPSE) Representative

The Employer agrees to recognize representatives of the Federation of Post Secondary Educators of BC, who may be requested by the Union to assist in the negotiation and settlement of any differences, or any other issue which may arise between the Parties. It is agreed that the Union will give the Employer prior notice when a FPSE Representative will be in attendance at a meeting.

2.6 Union Leaves - Release Time for FPSE Business

A Union member selected for a full-time position in the Federation of Post Secondary Educators of BC or any successor organization to FPSE shall be granted a leave of absence without pay subject to the following conditions:

- a) The Employee must have completed his/her probationary period and must be a Regular Employee.
- b) An Employee on such a leave shall continue to receive any benefits as set out in this Agreement that they were receiving at the time of the commencement of the leave. FPSE shall on a monthly basis reimburse the Employer for the full amount of the Employee's benefits.
- c) The Union shall make a written request to the Employer at least three (3) months prior to the date of such leave.

- d) The maximum number of Employees that may be simultaneously off under this type of leave is two (2).
- e) The maximum total time that an Employee may be away for any reason including extensions is three (3) years.
- f) During the period of such leaves, the Employee will accumulate seniority, as set out in Article 6.1 of this Agreement, except for the calculation of severance pay.
- g) When an Employee returns to work following such leave, the Employee will be placed into the assignment(s) he/she held prior to the commencement of the leave provided such assignment(s) is (are) active.

2.7 Access to Facilities

The Employer will not unreasonably deny a request from the TRUOLFA President for occasional use of meeting rooms at the University offices.

The use of facilities (i.e. photocopying equipment and fax equipment) by TRUOLFA will be reviewed and approved on an annual basis by the University.

ARTICLE 3 UNION SECURITY

3.1 Other Employees Performing Delivery Duties

Program Coordinators may perform delivery duties in situations of emergency relief and new course implementation. No other non-bargaining unit Employees shall perform delivery duties.

3.2 Contracting Out

The University agrees not to contract out any work presently performed by Employees covered by this Agreement which would result in the cancellation of a course or reduction of students who have been assigned to the OLFM.

The University agrees to provide, upon request of the Union, copies of all Course Development contracts issued externally to the Bargaining Unit President and to discuss the contracts that are of concern to the Union. The Parties recognize the obligations of the Employer under Freedom of Information and Protection of Privacy legislation and agree that the University will protect the confidentiality of all private information in these contracts.

3.3 Successor Rights and Obligations

The Parties agree that Section 35 of the Labour Relations Code shall be observed with regard to Successor Rights and Obligations.

3.4 Labour Disputes

During the period of this Agreement, the Union will not cause or condone the action of its members to participate in any job action, nor will the Employer lock out the Employees.

The Employer agrees that in the event of a legal strike amongst the Employees due to a concern with which the Employer is doing business, the Employer will not ask, require, or in any way force or compel members of the Union to cross any legally established picket line(s). Employees who choose not to cross such picket line(s) shall be considered to be absent without pay. The decision not to cross such a picket line encountered in carrying out the University's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

3.5 No Discrimination against Those Doing Union Work

The Employer and the Union agree that neither will discriminate against any person(s), who are authorized to act on behalf of the Union, for carrying out duties proper to these positions.

ARTICLE 4 MANAGEMENT RIGHTS

4.1 Management Rights

Subject to the provisions of this Agreement, all rights, powers and authority are retained solely and exclusively by the University and remain without limitation within the rights of management.

4.2 Fairness Clause

The Employer shall treat all Employees in a fair and equitable manner consistent with the terms of this Agreement.

ARTICLE 5 GRIEVANCE PROCEDURE AND ARBITRATION

5.1 Purpose

The purpose of this Article is to establish an expeditious procedure for discussion, processing and settlement of grievances.

5.2 Definition of Grievance

A grievance is defined as any difference arising between the Parties bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof including any question as to whether any matter is grievable or arbitrable.

5.3 Remuneration for Grievance Meetings

The Stewards shall be compensated for attending pre-approved meetings or teleconferences involving the Employer, the purpose of which is the adjustment of grievances. The total maximum amount paid to the Union for this purpose in any one (1) year shall be as per Appendix A (Wage Schedule Union Remuneration Fund). Any Union Remuneration funds not spent will be carried over into the next year.

5.4 Grievance Procedure

The procedure for resolving a grievance follows the steps below. Grievances shall be resolved without a work stoppage and without delay.

Step 1

An Employee who believes that he/she has a grievance shall informally discuss the grievance with his/her supervisor for that work within thirty (30) calendar days following the occurrence of the subject matter of the grievance, or within thirty (30) calendar days of the Employee having a reasonable opportunity to become aware of the occurrence, whichever is later. Every effort shall be made by the Employee and his/her supervisor to informally settle the grievance through forthright discussion. The Employee, upon request, has the right to have a Steward involved in the discussion. A decision shall be rendered by the Employer to the Employee and to the Steward, if involved in the discussion, within ten (10) business days of the initial discussion.

Step 1 shall not apply to group, Union or policy grievances initiated by the Parties to this Agreement. These grievances shall commence at Step 3 and must be submitted in writing on the proper form by one Party to the other Party within thirty (30) calendar days of the occurrence of the subject matter of the grievance, or within thirty (30) calendar days of when either Party has had a reasonable opportunity to become aware of the occurrence, whichever is the later.

Step 2

If no informal settlement is reached, the grievance shall be written on the proper form and presented by a Steward to the Director of Program Delivery, or designate within ten (10) business days. The form shall record the nature of the grievance, the date and circumstances from which it arose, and the remedy requested. The Director of Program Delivery or designate will then investigate the grievance and render a written decision to the Union within ten (10) business days of receipt of the grievance.

Step 3

If no settlement is reached, a meeting/teleconference shall be convened between the Vice Provost of Open Learning and/or designate, the grievor, the Steward, and the Director of Human Resources or designate within ten (10) business days after the response from the Director of Program Delivery or designate. A FPSE Representative may attend or monitor the meeting/teleconference when requested. A written decision shall be rendered to the Union within ten (10) business days.

1) Notice

If the grievance is not settled at the Step 3 level, then either Party may notify the other in writing of its intention to refer the grievance to arbitration, within twenty (20) business days of the Step 3 written response.

2) Abandonment of Grievance

If either Party does not present a grievance to the next higher level within the time limit stipulated herein, the grievance will be deemed to have been abandoned. The Parties may mutually agree to alter any time limits set out in this grievance procedure.

5.5 Suspension and Discharge Grievance Resolution

If resolution is not reached at Step 3, either the University or the Union may elect to resolve a grievance respecting the suspension or discharge of an Employee or a grievance relating to Course Development work through the process outlined herein as an alternative to the process established in Article 5.6.

The referring Party shall provide notice of the referral to the other Party within thirty (30) calendar days of completion of the grievance procedure. Within ten (10) business days of receipt of notice, the Parties shall select an Expedited Arbitrator.

The University and the Union will submit to the Expedited Arbitrator:

- a) A joint statement of the issue(s) in dispute.
- b) A joint statement of agreed facts.
- c) Individual statements of facts that are in dispute.
- d) Individual statements of position.

The Expedited Arbitrator has the authority to determine his/her own procedure, subject to what is described below, including ordering pre-hearing disclosure.

The Expedited Arbitrator will schedule and conclude a hearing into the dispute within twenty-eight (28) calendar days of receiving notice from the Parties of his/her appointment on the matter. It is understood that the actual number of hearing days will not exceed three (3) days unless otherwise agreed by the Parties or as directed by the Expedited Arbitrator.

The Expedited Arbitrator will issue a binding decision within fifteen (15) calendar days of the conclusion of the hearing.

The Expedited Arbitrator may, at the request of either Party or at his/her own discretion, act as a mediator in advance of the hearing provided that such action does not alter the timelines established in this Article.

The decision of the Expedited Arbitrator is final and binding on the Parties except as provided in Section 99 (1) of the Labour Relations Code.

Each Party will be responsible for its own cost except that the cost of the Expedited Arbitrator shall be equally shared by the Parties.

5.6 Arbitration

If a dispute is referred to arbitration, the Parties will select a single arbitrator to hear the grievance. For the term of this Agreement, the Parties agree to select an arbitrator from the following list or another mutually agreed upon arbitrator:

John Hall
Wayne Moore
Joan Gordon
Vince Ready

Should the Parties fail to select an arbitrator within five (5) business days of the grievance being referred to arbitration, then each Party within a further five (5) business days will select a name from the above list and the final name will be determined by chance.

Each Party shall pay its own expenses and costs of arbitration, and one-half of the compensation and expenses of the Arbitrator.

The decision of the Arbitrator will be final and binding on the Parties. The Arbitrator is not vested with the power to change, modify or alter this Agreement in any of its parts. The Arbitrator may however interpret the provisions of this Agreement and has the power to relieve against technical irregularities including time limits and to render a decision according to equitable principles and the justice of the case.

ARTICLE 6 SENIORITY, HIRING AND LAYOFF

6.1 Seniority Defined

Employee Seniority will be calculated on the following basis:

a) Start Date:

The start date for Employees will be used for the purpose of calculating seniority for the following items:

- i) Vacation benefits
- ii) Student allocations
- iii) Pension Plan
- iv) Layoff
- v) Per Student Fee

b) Actual Service:

Actual service calculated as total months will be used for the following items in this Agreement:

- i) Probation
- ii) Severance
- iii) Job posting

For the purpose of calculating Actual Service, a portion of a month shall be considered a full month and shall be calculated from the start date and does not include any time during which the Employee is on unpaid leave under General Leave (Article 10.7) or Political Leave (Article 10.8).

For regular non-continuous Employees (e.g. Clinical or Lab OLFM) only time worked performing delivery duties and/or Course Development work shall constitute Actual Service.

For the purposes of the probationary period only, Actual Service shall be calculated from the date the Employee is allocated his/her first student.

c) Seniority List

A list setting out the two types of seniority shall be prepared every six (6) months and forwarded to the Union President on January 15 and July 15 of each year.

d) Same Seniority Date

In the event that two or more OLFMs have the same start date or the same actual service, seniority will be determined by chance.

e) Loss of Seniority

Seniority shall be lost and the Employee terminated if an Employee:

- i) voluntarily leaves the employ of the University;
- ii) is discharged for just cause by the University;
- iii) except for reasons of geographic location refuses a course appointment which he/she has previously taught and is at the time teaching no other course and is not on an approved leave of absence;
- iv) is laid off for a period in excess of one (1) year from the end date of their appointment;

- v) while on lay-off fails to confirm an offer of appointment within five (5) business days of such an offer being made;
 - vi) receives severance pay; or
 - vii) is a temporary Employee whose appointment is completed.
- f) Retention of Seniority

Seniority will be retained but not accrued when on General Unpaid Leave (Article 10.7) or Political Leave (Article 10.8)

6.2 Job Postings and Vacancies

1) Renewal of Existing Courses

Should the Employer decide to continue an existing course or renew a previous course, Employees whose current or previous assignments include the course will have right of first refusal to deliver the course again at previous TAP allocation provided that they are qualified, current in their field and have delivered the course within the last three (3) years. Should those Employees eligible refuse the opportunity to deliver it again, then the assignment will be advertised as a vacancy and will comply with the procedure as set out in 3) below.

When the right of an Employee set out in Article 6.2 1) would result in a single OLFM having a right to 100% TAP in a course, the OLFM's right will be capped at 50% TAP in that course and the University will be entitled to hire one more OLFM to deliver the unallocated TAP in that course. The previous sentence does not apply to courses in which OLFMs have 100 % TAP and active students as of May 17, 2010 (Appendix C).

2) New Courses

New courses will be advertised as set out in 3) below. The order of preference for delivering the course from among qualified applicants will be as follows:

- a) Existing Employees. If more than one existing Employee is qualified for the position, then the Employee with the greatest seniority will be offered the assignment.
- b) Qualified applicants from outside the bargaining unit.

3) Job Postings

- a) Employer Obligation – The Employer will provide a list of available courses via the University website as well as applicable University e-bulletin board resource(s) (e.g. OLJobPostings and OLFacultyClub). Assignments will be advertised for a minimum period of seven (7) calendar days.

- b) Employee Obligation – Employees wishing to apply for an available course assignment will make their wishes known by providing a letter or email to the Human Resources Department along with an updated copy of their resume, as well as any additional information required, by the posting deadline.
- c) Notification to Union – A copy of the assignments being advertised, will be forwarded to the Union President within one (1) week of the closing of the job posting.
- d) Posting Description – All advertisements on the University website and applicable University e-bulletin board resources(s) shall indicate:

Brief Description of the Course
 Qualifications Required of the Applicant
 Course Commencement Date
 Remuneration for Providing Instruction
 Length of Assignment
 % Teaching Allocation Percentage (TAP)
 Anticipated Number of Students
 Other Pertinent Information
 Deadlines for Applications

- e) All employees will be provided with instructions as to how to register for the automated University Career Opportunity Notification System.
- f) Waiver of Time Limits – The advertising time periods may be waived by mutual agreement with the Union President or Designate on a case to case basis.
- g) Time to Hire Two (2) OLFMs

For all new delivery work posted, as per this Article, the Employer will initially post for two (2) OLFMs. If the two OLFMs cannot be hired simultaneously, the initial hire shall be offered the other portion of the TAP and shall retain the TAP until a second OLFM is hired. If no second OLFM is hired within six (6) months of the original appointment, the initial hire will retain 100% TAP for the course until Article 8.4 1) a) ii) applies.

4) Revision of Existing Courses

OLFMs who have TAP for a course will be offered the same level of TAP in any course that is determined to be a revision of that course as determined by Article 1.7 16).

6.3 Selection Procedure

1) Selection Advisory Committee

A Selection Advisory Committee comprised of three (3) voting and two (2) non-voting members will be established to recommend to the Director of Program Delivery or

designate, on the appointment of OLFMs to new courses or on the appointment of new OLFMs.

The three (3) voting members of the committee are OLFMs who are subject matter experts or are in cognate departments within the same Division, Faculty or School. Where there are not three (3) OLFMs who meet this description, a non-OLFM representative who is a subject matter expert or in a cognate department within the same Division, Faculty or School may be appointed.

The two (2) non-voting members of the committee are as follows:

1. An OLFM who is appointed by the Union President.
2. The Director of Program Delivery or designate.

2) Alternative Process

In those instances where a Selection Advisory Committee is not required, the Director of Program Delivery or designate will advise the President of TRUOLFA of the name of the successful applicant within seven (7) calendar days of the selection decision. In addition, the Director of Program Delivery or designate will indicate if the successful applicant was chosen for one of the following reasons:

- a) they previously have taught the course; or
- b) they are the most senior qualified internal candidate; or
- c) other explanation.

3) Waiver of Selection Committee

In cases where the TAP formula applies, there will be no Selection Advisory Committee and no reasons.

4) Application Review

The process for reviewing applications will be determined by the Director of Program Delivery or designate.

5) Selection Protocol

All members of the Selection Advisory Committee will have undergone training as provided by TRU.

OLFMs participating in the Selection Advisory Committee will be provided paid time, as stipulated in Article 17.2, for any committee work preceding and following the actual selection interview. All such committee time or work must be approved in advance by the Director of Program Delivery or designate.

6.4 Layoff and Severance Payment

1) Layoff Defined

Layoff is defined as the cancellation of a course that is delivered by a Regular Employee, provided that he/she is not delivering nor scheduled to deliver any other course at the University.

When a layoff occurs where there are multiple Lab OLFMs or Clinical OLFMs in a setting instructing students, then seniority will be the basis for determining the order of OLFMs to be laid off.

2) Notice of layoff

Regular Employees who are to have their courses cancelled and who have successfully completed their probationary period shall receive one (1) month's notice, or four (4) weeks' pay (as determined by the formula below) in lieu of notice.

All notices shall be in writing with a copy to be sent to the Union President stating the date of the notice and the date on which the layoff is to occur.

3) Layoff Options

Upon receipt of the afore-mentioned notice, an Employee will within five (5) business days notify the University in writing whether he/she wishes to receive severance payment or to be placed on a recall list for a maximum period of one (1) year.

4) Severance Payment

Severance payment will be calculated as follows: one (1) week's pay per each six (6) months of actual service to a maximum of twenty-four (24) weeks' pay. A week's pay is calculated by the formula below.

5) Formula for Determining Weekly Pay

Weekly pay will be determined as follows: the Employee's gross annual income as an OLFM for the previous year will be divided by 52 and rounded to the nearest dollar.

6) Process for the Calculation of Severance

The Parties agree that for the purpose of layoff notice and severance calculation the following will apply:

Notice date means the date that the University cancelled the last course, which equates to the date that the University stops registering students for the course.

a) Courses where there are no continuing students

- i) Layoff notice will be served one (1) month prior to the last day of employment.**

- ii) Severance payment will be calculated from the last day of employment.
- b) Courses where there are continuing students
 - i) OLFMs with continuing students will receive layoff notice one (1) month prior to the last student completing the course.
 - ii) Severance calculation will be based on a fixed point in time, one (1) month after the original “notice” (course cancellation date) was served.
 - iii) Severance will be paid at the end of the month in which the last day of employment occurs.
- c) Allocation of continuing students
 - i) Continuing students will be transferred to the most senior OLFM and the less senior OLFMs currently delivering the course will receive layoff notice in reverse order of seniority.
 - ii) If the most senior OLFM does not accept the continuing students, then the students will be offered to the other OLFMs currently delivering the course based on seniority.
 - iii) If none of the OLFMs currently delivering the course are willing to accept the continuing students, then the University will hire a Temporary Employee as set out in Article 1.7 6) of the Collective Agreement.
- 7) Recall

If an Employee elects to be placed on a recall list for a period of one (1) year, he/she will be offered new courses that occur for which he/she is qualified and capable of delivering. As per Article 6.1 e) v), if the Employee refuses the offer, he/she will not receive severance payment.

If while on the recall list, the Employee is not offered a new course for which he/she is qualified and capable of delivering, then at the end of the one (1) year period, he/she will receive severance payment.

Employees on the recall list will not continue to accumulate seniority but will maintain the seniority they achieved as of the time that they were placed on the recall list.

6.5 Job Descriptions, Classifications and New Duties

- 1) Where a new job classification is created during the term of this Agreement, the Parties will meet to attempt to reach agreement on the appropriate terms and conditions for the position. The deliberations of the two Parties will not result in the delay or cancellation of any course to be carried out by the new classification.

Where these discussions fail, either Party may refer the matter to arbitration as set out in Article 5.6 within twenty (20) business days of the impasse. This shall not preclude the Employer from proceeding with the classification while the arbitration process is underway; however, decisions of the arbitrator shall apply retroactively to the date of employment in the new job classification.

- 2) In accordance with Article 2.1, the University shall give as much notice as possible, but not less than thirty (30) calendar days to the Union of new duties to be assigned to Employees during the term of this Agreement. In emergency circumstances, the notice period may be waived by mutual agreement. The notice shall include a description of the duties to be performed and any specific qualifications required by the University. The Parties will meet to attempt to reach agreement on the appropriate terms and conditions including the rate of pay for the duties. The negotiations of the two Parties will not result in the delay of the performance of these duties.

If the Parties do not reach agreement within thirty (30) calendar days of the notice above, either Party may refer the matter to arbitration as set out in Article 5.6. The agreement of the Parties, or the decision of the arbitrator shall apply retroactively to the commencement of the new duties.

- 3) When the University introduces a pilot project during the terms of this Agreement, the Parties will meet to attempt to reach agreement on the terms and conditions, including the rate of pay. The University shall provide the Union with notice of the introductions of a pilot project thirty (30) calendar days prior to the commencement of the pilot project.

Notice shall provide the relevant information to be considered in determining the fee. The information shall include the title of the project, a description of the purpose and duties of the project, qualifications required, length of the project, and any other relevant information.

If the Parties do not reach agreement within thirty (30) calendar days of the notice above, either Party may refer the matter to arbitration as set out in Article 5.6. The agreement of the Parties or the decision of the arbitrator shall apply retroactively to the commencement of the pilot project.

- 4) When a Print Course is converted to a Standard Web Course the University shall provide thirty (30) calendar days' notice to the Union of implementation of the Standard Web Course. In the case of credit courses, this notice shall include the course name, course description, credit value and number of assignments. In the case of non-credit Web courses, this notice shall include the course name, course description and number of assignments.

6.6 Probationary Period

Employees shall be regarded as probationary for the first six (6) months of actual service and during this period Employees will acquire no seniority and may be released at the Employer's discretion. For the purposes of the probationary period only, actual service shall be calculated from the date the Employee is allocated his/her first student. Following successful completion of the probationary period, the Employee will be credited with seniority as per Article 6.1.

For a regular non-continuous Employee (e.g., Clinical or Lab OLFM), only time worked performing delivery duties shall be calculated toward the completion of the probationary period; however, the completion of the probationary period will not extend beyond two (2) years.

6.7 Course Development Work Assignments

1) Posting for Development Work

a) New Course Development or Major Revision

i) The University will list new course development and major revision opportunities on the TRU website as well as applicable TRU staff e-bulletin board resources.

ii) This posting will include:

Brief description of the work including the timelines
Qualifications Required of the Applicant
Deadlines for Applications

iii) All Employees will be provided with instruction as to how to register for the automated TRU Career Opportunity Notification System which includes postings for course development work.

2) Process for Assignment of Course Development Work

a) New Course Development or Major Revision

i) **Criteria for the Assignment of Major Revision or New Course Development Work**

When the University makes a selection for Course Development work, the following criteria will be used in each instance:

- Qualifications including educational and/or professional system requirements (e.g., holds relevant credentials)
- Knowledge and/or content expertise
- Relevant skills and abilities (e.g., development and delivery of distance education courses, writing, instructional, adult education, technology)

ii) For major revisions an OLFM who has delivered the course will be consulted by the Course Planning Team for advice on potential revisions.

iii) A Selection Advisory Committee comprised of three (3) members will be established to recommend to the Director of Instructional Design or designate, on the assignment of course development work.

The three (3) members of the committee are as follows:

- an OLFM who is a subject matter expert or is in a cognate department within the same Division, Faculty or School.
- a Campus Faculty Member who is a subject matter expert or is in a cognate department within the same Division, Faculty or School.
- an Instructional Designer assigned by the Director of Instructional Design, or designate.

iv) Existing OLFMs who apply for course development work will be included in the short-list for the work if:

- they have not received a negative Evaluation for Course Development work or a negative Performance Review for Delivery Work within the previous twenty-four (24) months, and
- they currently hold TAP in the course, or have done development work for the course, or if they have delivered or done development work for a course in the same or cognate discipline at the equivalent or higher level.

v) When an existing OLFM who applies for course development work is short-listed under iv) above and is not awarded the course development work, they will be offered the reviewer course development work. If two or more OLFMs meet the criteria in this section, the Selection Advisory Committee will make a recommendation to the Director of Instructional Design or designate for which OLFM should be assigned the work.

vi) Those employees who are in the pool of candidates and who are not selected will be notified that a selection has been made. The notification shall be copied to the Union.

3) Decisions Regarding Course Development Assignments

- a) Unsuccessful candidates may request written reasons for the assignment decision. Such requests shall be made in writing to the Employer's designate within fourteen (14) calendar days of receiving notification that a selection has been made.
- b) The Employer's designate shall provide written rationale for the assignment decision, with a copy to the Union, within fourteen (14) calendar days of receiving a written request for reasons.

- c) Employees who disagree with the Course Development assignment decision, after receiving written reasons pursuant to b) above, may grieve the assignment according to the grievance procedure outlined in Article 5.

6.8 Independent Study Modality Course Maintenance

Course Maintenance involves maintaining all course material on a regular basis to ensure accuracy and currency. OLFMs must obtain prior approval from the Employer for any changes to course materials that would involve altering the learning outcomes, course structures, evaluation weightings, evaluation methods(s), evaluation instrument(s), workload for the OLFM or the students, or copyrighted third party material. This work is ongoing with no specific end date. The nature, magnitude, and timing of the work varies by course and is determined by mutual agreement between the OLFM and the Employer. All work must receive written pre-approval by the Employer.

Where there are two (2) methods of delivery within an Independent Study Modality of a course, only one OLFM will be hired for this Course Maintenance work.

1) Assigning Course Maintenance Work

Course Maintenance, other than that done by other University staff during the course of their work, shall first be offered to the Union's members through the following process:

- a) Where there is only one individual in all methods of delivery for an independent study course – subject to c) below, Course Maintenance work shall be offered to the Employee delivering the course.
- b) Where there are two (2) or more individuals in all methods of delivery for an independent study course – subject to c) below, Course Maintenance work shall be rotated annually amongst willing Employees currently delivering the course.
- c) Secondary Process - In cases where no Employee delivering a course accepts the Course Maintenance assignment or is eligible (see (d) below) or available for the assignment, the Employer's designate shall post for the Course Maintenance work. This posting will include a brief description of the work, the specific qualifications, knowledge, skills and abilities and shall be copied to the Union.

The Employer's designate will assign the Course Maintenance work to the most qualified applicant. Those Employees who are in the pool of candidates and who are not selected will be notified that a selection has been made. The Union shall receive a copy of the notification.

- d) The Employer shall not be required to offer Course Maintenance work to Employees if they have had an unsatisfactory written Course Maintenance evaluation or if they have not completed their probationary period.

2) Performance Review

Performance will be reviewed on an ongoing basis. Should an Employee receive a negative performance review the Employer may re-assign this work in accordance with the process set out in Article 6.8 1) above.

3) **Opting Out**

An Employee who has accepted maintenance work and no longer wishes to continue in this role must provide three (3) months written notice to the Employer, at the end of which the work will be reassigned in accordance with the process set out in Article 6.8 1) above.

4) **Course Maintenance will be compensated at the Course Development rate noted in Appendix A.**

6.9 Prior Learning Assessment and Recognition

Thompson Rivers University operates an integrated PLAR office that handles both Campus and Open Learning Division programs, courses, and students. This Article applies only to Open Learning Division programs, courses, and students.

This Article does not apply to PLAR work performed by Senior OLFMs.

OLFMs will be invited to apply for PLAR work annually.

Qualified applicants will be placed on a roster. The size of the roster will be determined annually by forecasting the need for this work.

Qualified OLFMs will be given consideration for PLAR work; the Union acknowledges that at the sole discretion of the Employer, outside experts may be assigned PLAR work.

The compensation rate will be the Exam Marking Fee rate in Appendix A.

6.10 Notification to Resign

The OLFM will provide his/her supervisor with a minimum four (4) weeks of notice in writing with their intent to resign.

ARTICLE 7 EVALUATION

7.1 Evaluation

It is agreed that an OLFM evaluation process is required to ensure a high standard of professionalism by assessing competence and to help an OLFM improve job skills and effectiveness.

7.2 Criteria For Evaluation

The criteria and process will be fair, and equitably applied.

The process and criteria will be consistent with the University performance management system.

7.3 Timing of Evaluation

The frequency of evaluations will ensure that the highest standards of performance are being maintained, and will be guided by the following:

- a) all new Employees will be evaluated once in their first year of employment;
- b) in subsequent years, data and information on each OLFM's performance will continue to be collected by methods determined by the system of evaluation for OLFMs; and
- c) each OLFM will receive a report on his/her performance every two (2) years, or more often if a serious problem with the Employee's performance has been identified. If an Employee is not evaluated in the time period specified his/her performance will be deemed satisfactory.

7.4 Responsibility for Evaluation

Evaluation of Employees is a right and responsibility of the Employer, including the writing of a performance appraisal.

7.5 Input to Evaluation

The process will be based on sound evaluative practice, including (where applicable) collected data and opinions of sufficient quality and quantity.

Materials regarding an OLFM's performance may be collected from students, other OLFMs (including Senior OLFMs), other University Employees with whom the OLFM interacts and any other sources requested by the OLFM.

Anonymous material other than written student questionnaires is inadmissible for evaluation purposes.

7.6 Challenging the Evaluation

The process will include procedures and timelines which will reasonably allow an OLFM to review his/her file, and be able to provide written challenges to any of the material collected for the purposes of evaluation, and to add other pertinent materials.

The process will include an appeal process.

The formulation and implementation of remedial plans as deemed necessary by the Director of Program Delivery will be undertaken by the Director of Program Delivery or designate, a Senior OLFM agreed to by the Union, and the Employee. The Employee must be given an appropriate time to adjust performance according to the remedial plan before any discipline is imposed.

7.7 Evaluation of OLFMs Delivering Graduate Education

In the case where the Employer assigns course delivery work at the graduate level, the OLFMs assigned the course will require the approval of the Associate Vice President - Research and Graduate Studies before commencing their delivery duties.

After the initial approval, and in order to continue delivering the course, the OLFM will require re-approval by the Associate Vice President – Research and Graduate Studies. Approvals will be granted for up to five years.

- a) Should an OLFM not be successful, either in the initial approval stage, or in applications for re-approval, their Teaching Allocation Percentage (TAP) in the graduate course(s) in question will be reduced to zero and the available TAP will be posted as per Article 6.2. If this OLFM also delivers undergraduate courses, their TAP in these courses will not be affected. If the OLFM does not deliver undergraduate courses, their employment with Open Learning will end effective immediately or, if they are currently delivering a graduate course to students, once the students in the graduate course have completed the course.
- b) The process described in this article does not take the place of any other evaluation process in the Collective Agreement. In addition to the process described above, OLFMs delivering graduate courses will still be subject to all other applicable evaluation mechanisms described in the Collective Agreement.
- c) OLFMs teaching graduate courses will be provided access to research services through the Office of Research Innovation and Graduate Studies, including the right to apply for The Open Learning Research Award funding.
- d) The following OLFMs who held TAP in graduate courses on November 15th, 2012 will be given a grace period of five years to gain their initial approval from the Associate Vice President – Research and Graduate Studies to deliver graduate courses. After this time period these individuals are subject to the usual process outlined above. The following individuals are subject to this clause:

Simon Beck	CYMH 5541
Rjvionder Chahal	CYMH 5511 and CYMH 5521
Tracy Dembicki	EDDL 5111 and EDDL 5141
Michelle Harrison	EDDL 5111 and EDDL 5141
Adriana de Melo	CYMH 5521
Shari Laliberte	CYMH 5511
Keith Webster	EDDL 5101, EDDL 5131, and EDDL 5151
Tigerson Young	CYMH 5531 and CYMH 5541

7.8 Evaluation of Course Development Work

In cases where the Employer assigns Course Development work to an OLFM, the following shall apply:

- a) The Employer will provide a written description of the Course Development work assignment and the University's expectations for its completion.
- b) The Employer may provide written feedback to an employee assigned Course Development work upon the completion of the work. If feedback is not provided within 30 calendar days, it will be assumed that the Course Development work met the expectations of the University. The normal interaction that occurs between the Employee and the Course Development team and/or supervisor in the completion of the deliverables is not considered "feedback" for the purposes of this agreement. This interaction, however, may form part of the Employer's or Employee's written feedback upon the completion of the work.
- c) Prior to provision of any written feedback, the supervisor shall discuss the feedback with the Employee. All feedback shall be based on sound evaluative practices and will contain evidence of any concerns addressed. The written feedback will reflect the Employee's performance regarding the clearly articulated expectations outlined per a) above, and will indicate whether the assignment was satisfactory or unsatisfactory. This written feedback shall be given to the Employee and the Employer will maintain a copy. The Employee may respond in writing to the feedback. A copy of the feedback and the Employee's response will not be placed on the Employee's personnel file. The written feedback may form the basis of the biennial review per d) below.
- d) Each Employee assigned Course Development work will receive an evaluation of his/her performance with respect to that work every two (2) years. This evaluation may be completed more often if a serious problem with the Employee's performance has been identified. If an Employee is not evaluated in the time period specified, his/her performance will be deemed satisfactory. This evaluation shall form part of the Employee's personnel file.
- e) All material related to Course Development work evaluation and feedback that is placed on an Employee's personnel file is subject to appeal through the grievance procedure.
- f) The Parties agree that the University is not responsible to train, familiarize or develop remedial plans (per Article 7.6) for Employees with respect to Course Development work.

ARTICLE 8 WORKLOAD

8.1 Delivery of Courses in the Independent Study Modality

- 1) General Principles

- a) Students can contact their OLFM by telephone, email, mail, fax, or conferencing if available.
- b) All OLFMs are expected to respond to students using their best professional judgement as to the most effective and efficient method of meeting the student's educational needs. This includes the use of all methods of communication and technology available to the OLFM.
- c) OLFMs are expected to attempt to make initial contact with a student within one week of being notified of a new student registration and attempt to contact each student individually at least once every four weeks. It is also understood that OLFMs will attempt to contact students who have not submitted course assignments for some time to help the student progress in the course. They are expected to actively encourage their success by clarifying concepts, encouraging assignment completion, suggesting different approaches or resources and generally providing the student with academic assistance as required to aid in course completion.
- d) OLFMs will use the administrative systems of the University for entering marks.
- e) Email contact with students will be through current University course delivery or email systems unless another system is specifically agreed to by the University.
- f) OLFMs have a professional responsibility to remain current in their field.
- g) Courses may be continuous enrolment, and or cohort enrolment as determined by the University. In the case of cohort courses, the course OLFMs will rotate cohorts over the course year in order to distribute students as evenly as feasible between the course OLFMs according to TAP.
- h) For cohort courses of 4 months duration or less, vacation will not be taken by the OLFM. Such courses shall be scheduled as early as possible, but not less than three (3) months in advance. OLFMs have the right to refuse a cohort assignment without jeopardizing their right to future assignments.
- i) OLFM duties will include all those currently performed by OLFMs and those described within the Collective Agreement and Letters of Understanding attached.
- j) OLFMs undertake to make a reasonable attempt to mark assignments and exams within 3 business days of receipt. The parties agree that a pattern of taking more time than this to mark assignments may require corrective action.

2) Print Courses

- a) Print courses may have a web presence which may require limited OLFM involvement and may require the use of computer technology as part of the course design. This may include the use of email discussion groups, electronic media, Learning Management System (such as Blackboard), e-learning tools (e.g. white boards), power point slides, conferencing, etc. OLFMs are not required to provide additional course content but

rather to explain and assist students with existing course content using their personal and professional knowledge. This may include providing supplementary resources such as references or web sites. Additional duties due to the use of electronic technology, except those compensated for by the Technology Fee, must be compensated by reductions in other areas of course workload to ensure that the overall workload will remain the same.

- b) Students may choose to submit assignments electronically to OLFMs.
- c) During periods of time-sensitive course related learning activities, the OLFM will attempt, as a general rule, to respond to inquiries within one (1) business day. OLFMs will be expected to respond to email and other inquiries within two business days; an auto-reply message is acceptable during an OLFM's days off or on General Holidays, or in cases of emergency absence of the OLFM. If the workload is such that an OLFM cannot meet this expectation they will contact the Director of Program Delivery or designate who will consider the individual circumstances and take appropriate steps to resolve the situation.

3) Standard Web Courses

- a) These courses have similar responsibilities and duties to the print courses and the OLFM is not expected to provide additional course content but rather to explain and assist students with existing course content using their personal and professional knowledge. This may include references to documents or web sites.
- b) The duties of OLFMs will include the following:
 - i) Administrative set up and administrative record keeping of a student;
 - ii) Attempting to make initial contact with the student within one (1) week of the OLFM being advised of the student's registration as specified in the general principles, specifically Article 8.1 1) c);
 - iii) Maintaining regular contact with the student as specified in the general principles, specifically Article 8.1 1) c);
 - iv) During periods of time-sensitive course related learning activities, the OLFM will attempt, as a general rule, to respond to inquiries within one (1) business day. Responding to all student queries by phone, e-mail or other method as appropriate within two business days; an auto-reply message is acceptable during an OLFM's days off or on General Holidays, or in cases of emergency absence of the OLFM. The aim of this provision is to ensure timely response to student queries. OLFMs will make their TRU phone numbers available to students for contact if required.
 - v) In a very few instances, courses have an oral component (e.g., Language courses) and OLFMs may be required to be available at set times. However, the principle remains: the responsibilities and duties of OLFMs in Standard Web courses are comparable to those in Print-based courses.

Courses that include an oral component will be examined on a case by case basis to ensure that workloads are comparable.

- vi) Marking all assignments, where assignments may include moderation and evaluation of course conferences, discussion groups etc.
 - vii) Communicating any problems with the courses, both academic and technical, to the designated University employee. The OLFM is not responsible for course maintenance or modification except as outlined in Article 6.8. OLFMs will be provided with an e-mail address and/or the names of designated University employees to whom to refer changes.
 - viii) Use of email and the OLFM Portal.
- c) The University reserves the right to access courses on an ongoing basis.
- 4) Dynamic Web Courses
- a) These courses require the active and dynamic input of the OLFM who will be responsible for providing 20% additional course content in order to ensure the currency of the course and improve student success. The OLFM will be responsible for the academic management of the course and the students. Duties will include those performed by OLFMs delivering Print and Standard Web Courses. However, the principle remains: the responsibilities and duties of OLFMs in Dynamic Web courses, except the 20% additional course content and re-marking assignments, are comparable to those in Print and Standard Web courses.
 - b) In Dynamic Web Courses, OLFMs will be expected to provide additional resources/content such as web sites, topical and current issues for discussion, personal anecdotes/stories current affairs and real life examples. If remarking of assignments by OLFMs is required this will form part of the 20% additional work. OLFMs will manage discussion groups as appropriate. All responses will be within one (1) business day. An auto-reply message is acceptable during an OLFM's days off or on General Holidays, or in cases of emergency absence of the OLFM. The aim of this provision is to ensure timely response to student queries. OLFMs will make their TRU phone numbers available to students for contact, if required.

8.2 Online Modality

Online Modality is a paced, cohort, faculty-led model which uses a variety of online communication technologies, involves interaction among students and with the OLFM delivering the Online course and features problem-based pedagogy.

- 1) The Role and Responsibilities of the Online OLFM
 - a) To deliver courses in the Online Modality by actively facilitating learning for students in paced, cohort courses with specific start and end dates.

- b) To provide instruction based on established core course materials. Established core course materials may vary from program to program and/or course to course. The core course materials shall include, but are not limited to, the following course components: Course Outline, Learning Outcomes, Course Evaluation Instruments and number and type of Activities.
- c) To update course materials as needed or at least at the end of each course offering to ensure currency of the course materials.
- d) To maintain technical expertise as per Article 14.
- e) To initiate, lead and manage learning activities and discussions using current technical applications.
- f) To facilitate learning using asynchronous and/or synchronous methods depending on course design.
- g) To add additional course material. For clarity: the course as designed may not include all the necessary material to meet course learning outcomes. The OLFM will add sufficient material, with the proviso that producing the additional material does not exceed a reasonable workload for the OLFM and is appropriate for the credits assigned to the course.
- h) To see the student through the course.
- i) During periods of time-sensitive course–content related learning activities as outlined in 1 e) above, the OLFM will attempt, as a general rule, to respond to emails within one (1) business day. In all other circumstances the OLFM will attempt, as a general rule, to respond to e-mails within two (2) business days.
- j) To engage in the administrative set up and record keeping of students.
- k) To enter assignment/exam marks in the OLFM Portal.
- l) To post a message, informing the student of the OLFM’s absence, during leaves, General Holidays or in cases of emergency absence.
- m) OLFMs undertake to make a reasonable attempt to mark assignments and exams within 3 business days of receipt. The parties agree that a pattern of taking more time than this to mark assignments may require corrective action.

2) Pedagogical Preparation for Delivery of Online Courses

The Employer shall provide a Program to prepare Employees in the pedagogical aspects of teaching in the Online Modality as follows:

- a) Where the University has a course that it wishes to begin delivering in an Online Modality and there is one or more OLFMs with TAP in that course in the Independent Study Modality and who have not previously taken the Program,

then, prior to the University commencing to deliver that course in the Online Modality, it will offer to pay such OLFMs for taking the Program.

- b) Where the University has a new course that it wishes to begin delivering in the Online Modality, and the Selection Committee chooses to recommend as the successful candidate an OLFM(s) who has all the qualifications except for the online pedagogical requirement, then the University will offer to pay such OLFM(s) who completes the Program.
- c) OLFMs who accept the University's offer to be paid for the Program will be paid 20 hours at the Computer Course Rate (as set out in Appendix A of the Collective Agreement between the parties) for completing the Program provided that no OLFM will be paid more than once for completing the Program.
- d) Successful completion of the Employer's 20-hour Program, as determined through an assessment of the OLFM's achievement of the learning outcomes, will result in the Employee being considered Online Certified. Employees not Online Certified will normally not be eligible to deliver online courses.
- e) OLFMs will be given the opportunity to PLAR all or a portion of the learning outcomes encompassed above with a view to reducing the 20-hour program.

3) Notice

The employer will bi-annually provide the Union with a list of courses that are anticipated to be launched in the next six months including those Independent Study Modality courses that will be offered in the Online Modality.

4) Training for Online Delivery

Training will be provided as per Article 14.

5) Advance Access to Course Materials

The Employer shall normally provide OLFMs with access to the core course materials upon hire.

6) Assignment of Cohorts

- a) Over the course of two years assignment of cohorts will be rotated in order to distribute students fairly between the OLFMs according to their TAP, to the extent it is practicable.
- b) The maximum number of students in any cohort group is twenty-five (25). Additional students may be added with the agreement of the OLFM.
- c) The minimum number of students in a cohort group will be five (5).

- d) OLFMs have the right to refuse one cohort assignment per course per year, for reasons other than an emergency situation, without jeopardizing their TAP in the course. For reasons stemming from an emergency situation only, the Employer will distribute students over the course of two years as fairly as practicable among the OLFMs according to their TAP.
- 7) Course Maintenance and Revision
- a) OLFMs are responsible as part of their regular duties to maintain all course material on a regular basis to ensure accuracy and currency. This work does not involve prior approval from the Employer.
 - b) OLFMs must obtain prior approval from the Employer for any changes to course materials that would involve altering the learning outcomes, course structures, evaluation weightings, evaluation methods(s), evaluation instrument(s), workload for the OLFM or the students, or copyrighted third party material.
 - c) All work outlined in Article 7 b) will be offered as per Article 6.7.

8) Vacations

Employees will as a general rule attempt to schedule their vacations for periods when they are not delivering online courses. If however that is not feasible, they may once each vacation year, request up to a maximum of ten (10) consecutive business days of vacation during the delivery of an online course. The vacation will not be unreasonably withheld so long as the procedures below are observed. The Employer will provide sufficient notice of upcoming cohorts.

The request must be in writing to the Director of Program Delivery or designate at least sixty (60) days prior to the start of the leave requested; in exceptional circumstances this notice period may be shortened at the Employer's discretion. Unless written approval has been granted by the Director of Program Delivery or designate, the OLFM will not be permitted to take a vacation during the time when he/she is scheduled to teach a cohort of an online course.

8.3 Workshops

Workshops are intended to be an opportunity to enable participation for the purpose of enhancing communication, and providing professional development.

Employees are expected to attend and participate in Workshops. Compensation shall be as per Appendix A (Wage Schedule).

Travel expenses shall be reimbursed per TRU Policy ADM 19-0 Expenses: Travel.

8.4 Teaching Allocation Percentage (TAP)

- 1) Allocation of Students

a) TAP Review

i) TAP Review for OLFMs who had 100% TAP as of May 17, 2010 (Listed as 100 % TAP in Appendix C)

- If the number of new students per intake assigned to an OLFM on probation exceeds thirty-five (35) or if the number of new students per intake assigned to an OLFM who has completed his/her probationary period exceeds a total of one hundred fifty (150) over two (2) consecutive intakes, then the Supervisor may, at his/her discretion choose to call for a review of the situation.
- The Supervisor will consult with a committee consisting of a Senior OLFM, where applicable, a Union representative and the OLFM. Following discussions with the committee, the Supervisor may decide for demonstrable pedagogical reasons some form of monitoring or modification to the TAP formula needs to occur in the case under examination. Should the OLFM feel that the Supervisor's decision is unfair, then he/she may grieve using the procedures of Article 5.4.

ii) TAP Review for OLFMs who did not have 100% TAP as of May 17, 2010 (Not listed in Appendix C).

- When the number of students* registered in a delivery method of a course (e.g. ECON 100 standard web) exceeds an average of 100 students per OLFM delivering the course, at any given time, the University may reduce the TAP for each OLFM assigned to this delivery method of the course as follows:
 - A) When there is only one OLFM in the delivery method of a course, TAP will be reduced to 70% and the remaining TAP will be assigned to a new OLFM. When the TAP is 70 percent/30 percent, and when a third OLFM is to be hired, TAP will be offered with a distribution of 50 percent, 25 percent and 25 percent. If a fourth OLFM is to be hired, TAP will be offered with a distribution of 25 percent each.
 - B) When there are two or more OLFMs in a delivery method of a course, a new OLFM will be hired and TAP will be allocated such that all OLFMs have as equal a distribution of TAP as possible while also ensuring that TAP will be rounded to the nearest 5%. When the above results in TAP being offered unequally, the new OLFM will not be offered a higher TAP allocation than that offered to current

OLFMs of the course. For example, if there are two OLFMs in the delivery method of the course (each with 50% TAP), each OLFM's TAP will be reduced to 35% and the remaining TAP will be assigned to a new OLFM; if there are three OLFMs in the delivery method of the course (with TAP distributed 35%, 35%, 30%) each OLFM's TAP will be reduced to 25% and the remaining 25% will be assigned to a new OLFM.

* Students who have registered for an extension or who remain listed on the OLFM Portal beyond their course completion date, or who have completed all assignments and the final exam/assessment, or who have failed the final exam/assessment, are not included in the tally of students registered.

- iii) OLFMs who have been allocated TAP and who will, as a result of the operation of Article 8.4 1) a) ii) above, immediately be subject to a TAP review upon the date of signing of this Collective Agreement, will be grandparented and not subject to review as a result of the operation of Article 8.41) a) ii) unless and until the number of students (as defined in the footnote of Article 8.4 1) a) ii) above) registered in a delivery method of a course exceeds an average of 160 students per OLFM.
- b) Changes for Courses with a Single OLFM as of May 17, 2010 (Appendix C)
 - i) For OLFMs who as of May 17, 2010 have 100 % TAP (Appendix C), their TAP shall remain at status quo (i.e. 100%) for the duration of their employment unless:
 - (A) modified through the TAP Review provision of 8.4 1) a), or
 - (B) the single OLFM delivering that course leaves the employ of the University or voluntarily opts to reduce his/her TAP.
 - ii) When TAP becomes available due to Article 8.4 1) b) i) above, this TAP will be allocated as follows:
 - (A) TRU will post for additional OLFM(s) to ensure that there are two OLFMs for this delivery method of the course (e.g. Econ 100 Standard web). In the event that the University posts for two OLFMs and they cannot be hired simultaneously, the initial hire shall be offered the other portion of the TAP and shall retain the TAP until a second OLFM is hired. If no second OLFM is hired within six (6) months of the appointment of the initial hire, the initial hire will retain 100% TAP for the course until (C), listed below, applies.

- (B) If after (A) has taken place, TAP becomes available due to an OLFM giving up all or some of his/her TAP, the University may at its discretion, hire to cover the remaining TAP or may offer the remaining TAP to a remaining OLFM(s) who has/have the remainder of the TAP.
- (C) For all TAP that has become available due to either Article 8.4 1) b) i) above or Article 8.4 1) b) iii) below, when the number of students* registered in a delivery method of a course (e.g. ECON 100 standard web) exceeds an average of 100 students** per OLFM(s) delivering the course, at any given time, the University may reduce the TAP for each OLFM(s) assigned to this delivery method of the course as follows:
- When the above noted 100 student threshold is crossed, TAP will be reduced so that all OLFMs have as equal a distribution of TAP as possible, while also ensuring that TAP will be rounded to the nearest 5%. When the above results in TAP being offered unequally, the new OLFM will not be offered a higher TAP allocation than that offered to current OLFMs. For example: if there is one new OLFM in the specific delivery method of the course (with 100% TAP), this OLFM's TAP will be reduced to 50% and the remaining TAP will be assigned to a new OLFM; if there are two OLFMs in the specific delivery method of the course, each of the two current OLFM's TAP will be reduced to 35% and the remaining TAP will be assigned to a new OLFM; if there are three OLFMs in the specific delivery method of the course each OLFM's TAP will be reduced to 25% and the remaining 25% will be assigned to a new OLFM.
 - * Students who have registered for an extension or who remain listed on the OLFM Portal beyond their course completion date, or who have completed all assignments and the final exam/ assessment, or who have failed the final exam/assessment, are not included in the tally of new students registered.
 - ** Students allocated to an OLFM who had 100% TAP as of May 17, 2010 are not used to calculate this average, nor will this member's TAP be reduced as a result of this process.
- iii) An OLFM who has 100 % TAP for Dynamic Web courses as of May 17, 2010 (Appendix C) and whose course is subsequently delivered via the Online Modality will be initially offered 70 % TAP for the Online Modality provided the member is qualified. The University has the right to reduce the TAP in these courses as per Article 8.4 1) b) ii)(C).

- iv) For clarity, OLFMs who have 100% TAP on May 17, 2010 (Appendix C) will retain 100% TAP subject to the following conditions:
- (A) As noted above in Article 8.4 1) b) i) TAP will be reduced if the OLFM wishes to reduce his/her TAP;
 - (B) TAP may be modified through the TAP Review process established in Article 8.4 1) a) i) of this Collective Agreement. Furthermore, any changes to Article 8.4 1) a) i) in all forthcoming Collective Agreements will not reduce the right of OLFMs (subject to Article 8.4 1) a) i)) to retain 100% TAP for delivery methods (e.g. print, standard web, dynamic web, and labs) of courses within the independent study modality for which they have 100% TAP as of May 17, 2010 (Appendix C), and they will not have their TAP reduced in these courses due to any other changes in all forthcoming Collective Agreements.

c) Changes in Multi-OLFM Courses

i) Expansion

If in a multiple-OLFM course, an OLFM leaves the employ of the University, remaining OLFMs in the course will be canvassed to determine if they wish to increase their desired TAP which will be adjusted as described below.

The current TAP available for reallocation to remaining OLFMs in the course will be distributed as follows:

- If the current TAP available exceeds the desired TAP of the remaining OLFMs, the Employer may post for an additional OLFM per Article 6.2.
- If the current TAP available equals the desired TAP of the remaining OLFMs, the remaining OLFMs will receive their desired TAP level.
- If the current TAP available is less than the desired TAP of the remaining OLFMs, the current TAP will be distributed equally among the remaining OLFMs. However, if the current TAP cannot be distributed equally among the remaining OLFMs (for example, 25% TAP to be distributed between two OLFMs), the higher TAP (in this example, 13% as opposed to 12%) will be assigned to the most senior OLFM.

ii) Reduction

Where existing OLFMs wish to reduce their TAP, the Employer undertakes to canvass current OLFMs in the course to determine if they wish to increase their desired TAP before posting for more OLFMs, as per Article 6.2.

iii) Courses with Two OLFMs

For all OLFMs with TAP in any course, with two members as of May 17, 2010 (Appendix D), if one of those two members leaves the employ of the University or gives up his/her TAP in the course, a sufficient amount of the available TAP will be offered to the remaining OLFM to allow him/her to increase his/her TAP to a maximum of 70 % TAP in that course (TAP will not be reduced if the remaining OLFM already has more than 70% TAP in this course). The University may then hire one more OLFM to deliver the unallocated percentage of TAP.

iv) Other Cases

For all cases other than those described in Article 8.4 1) b) i) and Article 8. 1) c) iii) when TAP becomes available it will be allocated as per Article 8.4 1) c) i)-ii) until there are only two OLFMs in the course. Once there are only two members in the course and one of those two members leaves the employ of the University or gives up his/her TAP in the course, a sufficient amount of the available TAP will be offered to the remaining OLFM to allow him/her to increase his/her TAP to a maximum of 50 % TAP in that course (TAP will not be reduced if the remaining OLFM already has more than 50 % TAP in this course). The University may then hire one more OLFM to deliver the unallocated TAP.

d) General

The Employer will provide the Union with records of student numbers allocated by individual course to each Employee after each intake is finalized.

OLFM allocations will be conducted by the Supervisor with input from the Senior OLFM for programs in which Senior OLFMs exist.

e) Special Matching

Where special matching of a student's needs to a particular OLFM's expertise is required or a legitimate request has been made by a student for another OLFM, the supervisor in consultation with the Senior OLFM may make an exceptional allocation decision to switch OLFMs; in such cases, the supervisor will advise the Employees delivering the course of the decision.

i) The University reserves the right to assign a student to an OLFM based on a particular need of the student or when a specific skill or knowledge held

by an OLFM is relevant to the course or program needs. Special matching may also be done when a course or program requires an OLFM to be a resident of a specific geographic area.

- ii) Special matching of students will be subject to the TAP provision, except as specified in iii) below.
- iii) Cases in which TAP provisions may be altered:
 - Special matching may be done when there is a one-time contract of limited duration between TRU and an outside employer for a course or program that requires an OLFM to be a resident of a specific geographic area in order to conduct face-to-face teaching and no current qualified OLFM resides in or is within commuting distance of the specific geographical area. This type of Special Matching will not be subject to TAP provisions.
 - Special matching may be done for contracts of limited duration between TRU and an outside employer for a course that requires a single OLFM for a particular cohort of students. This type of Special Matching will be rotated as equitably as reasonably possible among OLFMs who teach the course in question.
- iv) The University agrees not to use this Article to circumvent the TAP provisions in Article 8.4.

f) Replacement of OLFMs on Leave

The Employer undertakes, wherever possible, to use current Employees to cover for the OLFM on leave. Substitution will be offered first to the most senior qualified OLFM. In multi-OLFM courses, the most senior OLFM of those currently delivering the course will be offered the work first. A substitute does not have the option of relinquishing his/her current patterns of allocation in order to cover for the OLFM on leave.

Short-term leaves are absences of two (2) months or less. For short-term leave situations, Substitutes and Temporary OLFMs shall be compensated for the applicable fees for all assignments marked (per Appendix B) and exams marked at the Exam Marking rate (per Appendix A). In addition, Temporary OLFMs covering print courses shall receive the Bi-weekly Print Stipend (per Appendix A) for the period of their appointment. It is understood that Temporary and Substitute OLFMs will not receive the "Per Student Fee" during the period of replacement.

For long term leaves, leaves longer than two (2) months, the TAP for the OLFM on leave will be reverted to zero and the Substitute or Temporary OLFM's TAP increased by the corresponding amount. This will result in the Substitute or Temporary OLFM receiving the Per Student Fee plus the Technology Fee for all newly registered students.

In cases where current OLFMs are unable to provide coverage, the Employer will arrange for a Temporary OLFM. The Temporary OLFM may be identified in advance, in order to ensure consistency of instruction.

Upon the return of the original OLFM, the students allocated to a Substitute or Temporary OLFM shall be returned to the original OLFM. The original OLFM shall complete delivery of education to those students allocated to the substituting OLFM. If a Temporary OLFM was hired to substitute, the employment of that Temporary shall cease.

The Employer will provide the Union with electronic copies of all memos to OLFMs confirming vacation plans for substitution once plans have been negotiated.

On occasion, the Employer will determine that a Substitute or Temporary OLFM is not required. An example of this type of occasion may be vacation leaves for less than one week. In these approved circumstances, arrangements will be made to notify students of the lack of availability of an OLFM.

2) Notification to Reduce TAP

The OLFM will provide his/her supervisor with a minimum four (4) weeks of notice in writing with their intent to reduce TAP

8.5 Special Education Students

The Employer agrees that if a Special Education student requires substantial extra telephone or marking time, the OLFM shall keep track of the extra time and bill the Employer at the Special Education Student rate as per Appendix A (Wage Schedule). It is agreed that “substantial” here will be determined by mutual agreement between the OLFM and his/her Supervisor.

8.6 Augmented Individual Delivery

The University may request (and the OLFM may agree) to provide augmentation of individual delivery in a current course by on-site visits or by conferencing.

Compensation is at the Augmented Individual Delivery rate as per Appendix A (Wage Schedule). In the case that augmentation takes place at a site away from where his/her normal telephone delivery duties occur, then a minimum of three (3) hours will be paid. Upon mutual agreement of the Supervisor and the OLFM and with prior approval of the Supervisor, there will be a minimum of an additional one (1) hour paid for related work in support of on site visits or conferences.

Should a Substitute OLFM decline to offer this augmented service, the University has the right to appoint a substitute OLFM to provide the augmented service so long as the original OLFM’s payment, working conditions and rights to teach the course remain the same. The Parties agree that the University will not incur any additional cost as a result of the OLFM declining to offer augmented service including any costs related to the waiving of Article 6.3.

8.7 Senior OLFM Duties

1) Preamble

Working in the Department of Program Delivery, the Senior OLFM assists Open Learning in maximizing learning opportunities for students. The Senior OLFMs' duties vary but normally include mentoring other OLFMs and providing advice and making recommendations to the Administration of the Open Learning Division.

Senior OLFMs are also OLFMs.

2) Duties which may be assigned to the Senior OLFM by the Supervisor:

- a) Provide orientation to new OLFMs
- b) Mentor OLFMs vis a vis best practices, professional development and training opportunities
- c) Offer academic advice to develop and/or review courses and/or programs
- d) Assist in liaising between campus academic departments and Open Learning
- e) Participate in the selection process for hiring OLFMs (as per Article 6.3 1) where appropriate
- f) Participate in OLFMs evaluation process in accordance with Article 7.5
- g) Participate in program reviews and articulation meetings
- h) Participate in various committees (e.g. PMAC)
- i) Evaluate transfer credit
- j) Review and signoff on program plans
- k) Evaluate Prior Learning, including specific course credit
- l) Provide a monthly report on activities
- m) Provide information of interest to the Director of Program Delivery for possible inclusion in the Director's newsletter
- n) Recommend topics for, and participate in, Open Learning workshops
- o) Perform other tasks as required.

The members of the Union do not have exclusive rights to this work and as such it can be performed by others.

When duties of the Senior OLFM are performed by another Employee on a short-term basis, the Employee shall be paid at the Senior OLFM rate as per Appendix A (Wage Schedule).

Where there is no Senior OLFM in the discipline, and the University wishes to assign duties outlined above which require specific discipline-based knowledge to an OLFM, such work shall be assigned on the basis of seniority, to qualified OLFMs in the discipline.

3) Recommended Knowledge and Skills

- a) Subject matter expertise
- b) Knowledge in best practices in distance education
- c) Expertise and experience in mentoring others.

4) Appointments

- a) Senior OLFM appointments are of two types.
 - i) Regular: A Regular Senior OLFM will be appointed for a three year term. Upon the expiry of the three year term Regular Senior OLFM positions will be posted and an open internal competition held for a new three year term. The best qualified applicant(s) will be selected.
 - ii) Non-Regular: term appointments of less than three (3) years will be as required by the Supervisor.
- b) The workload is variable and is set by the supervisor but will not be less than fifteen (15) hours per month.
- c) Payment is as per Appendix A (Wage Schedule).
- d) Senior OLFMs will report to the Director of Program Delivery or designate.
- e) The University will appoint a minimum of six (6) Regular Senior OLFMs

8.8 External and International Programs (Outside B.C.)

1) Exam and Assignment Marking

The Parties agree that Employees mark samples of exams and assignments as part of maintaining the quality of University credit courses and programs. Marking exams and assignments for these programs shall be compensated at the Exam Marking Fee in Appendix A (Wage Schedule). Such work shall be assigned as per the TAP formula in Article 8.4.

2) Other External and International Duties

Other duties that may also be performed by Employees related to the planning, quality assurance, articulation and evaluation of external and international programs shall include:

- a) Advising the University on transfer credit, accreditation, course content, academic standards and other matters.
- b) Advising the University on the professional credentials of other non-University OLFMs, including recommendations for improvement of delivery services.

The above duties shall be compensated at the External and International Programs Rate (Other Duties) in Appendix A (Wage Schedule).

- c) Assignment of External and International Work

The duties in 2) above shall be performed by Senior OLFMs except when the work requires specialized knowledge in a discipline other than that of the Senior OLFM. In such cases, the University shall assign the work to qualified OLFMs in the discipline, on the basis of seniority.

8.9 First Nations Learning Centres

Special arrangements may be required when Open Learning courses are delivered through First Nations Learning Centres in order to provide delivery support to First Nations communities. Any one of the following scenarios will be made available to First Nations Learning Centre students:

- 1) First Nations Learning Centre students will independently access OLFM support in accordance with the delivery model described in the TRU/TRUOLFA Collective Agreement; or
- 2) Supernumerary to regular independent study, an external facilitator may be hired to assist students with pacing through the course; or
- 3) The First Nations community will provide an independent instructor who will deliver Open Learning courses face-to-face and who will mark all assignments; however, exams will be marked by OLFMs. Where possible, regular TAP allocations will be applied when assigning exam marking to OLFMs.

ARTICLE 9 WAGES AND ALLOWANCES

9.1 Wages

Wage schedules are attached hereto and known as Appendix A (Wage Schedule) and Appendix B (Marked Assignment Fee and Final Project/Exam Marking Schedule).

The following Table indicates payments made, under the Marked Assignment Fee (MAF) method, to OLFMs:

Method of Delivery	Marked Assignment Fee	Base Pay	Technology Fee	Bi-weekly Print Stipend	Exam Marking Fee (per hour)
Print	Yes	Yes	Yes	Yes	Yes
Standard Web	Yes	Yes	Yes	No	Yes
Dynamic Web	Yes	Yes	Yes	No	Yes
Online	Yes	Yes	Yes	No	Yes

- 1) Payment to OLFMs for Print Courses will be as follows:

The OLFM shall receive compensation as per the Marked Assignment Fee (MAF) method. In this case OLFMs will be paid for assignments marked with the understanding that the total of the MAFs cannot be less than or greater than the Print Course Fee.

- 2) Payment to OLFMs for Standard Web Courses will be as follows:

- a) The OLFM shall receive compensation as per the Marked Assignment Fee (MAF) method. In this case OLFMs will be paid for assignments marked with the understanding that the total of the MAFs cannot be less than or greater than the Course Fee.
- b) In the alternative, and at the University's sole discretion, the OLFM shall receive a flat rate (Standard Web Course Fee as per Appendix A) per student per 3.0 credit course paid over the term of the course. In courses where the credit value is either greater than or less than 3.0, the flat rate per student will be adjusted accordingly. It is understood that this fee compensates the OLFM for seeing the student through the course, including one extension. Base Pay and the Monthly Stipend are not paid when the flat rate method of payment is used. If a student cancels or withdraws from the course, the Course Fee will be pro-rated based on the student's actual time in the course. Where a student does not cancel or withdraw but rather changes to an audit status, full payment will be made. If a student completes the course earlier the University will pay out the balance to the OLFM.
- c) Pay for Substitute and Temporary OLFMs will be for assignments marked where a MAF payment method is used or will be a pro-rated portion of the flat rate where the flat rate (Course fee) method is used.
- d) When the flat rate (Course fee) method is used Substitute and Temporary OLFMs will receive a flat rate monthly fee per student (as per Appendix A – Standard Web Extension Fee) for extensions to compensate for no fee past the initial Standard Web Course Fee to the regular OLFM.

- 3) Payment to OLFMs for Dynamic Web courses will be as follows:
 - a) The OLFM shall receive compensation as per the Marked Assignment Fee (MAF) method. In this case OLFMs will be paid for assignments marked with the understanding that the total of the MAFs will not be less or greater than the Course Fee.
 - b) In the alternative, and at the University's sole discretion, the OLFM shall receive a flat rate (Dynamic Web Course Fee as per Appendix A) per student per 3.0 credit course paid over the term of the course. In courses where the credit value is either greater than or less than 3.0, the flat rate per student will be adjusted accordingly. It is understood that this fee compensates the OLFM for seeing the student through the course, including one extension and is payment for assignment marking/remarking, student contact/assistance, email/conferencing as required, provision of additional course material and the use of the OLFM Portal. Base Pay and the Monthly Stipend are not paid when the flat rate method of payment is used. If a student cancels or withdraws from the course, the Course Fee will be pro-rated based on the student's actual time in the course. Where a student does not cancel or withdraw but rather changes to an audit status, full payment will be made. If a student completes the course earlier the University will pay out the balance to the OLFM.
 - c) Pay for Substitute and Temporary OLFMs will be for assignments marked where a MAF payment method is used or will be a pro-rated portion of the flat rate where the flat rate (Course fee) method is used.
 - d) When the flat rate (Course fee) method is used Substitute and Temporary OLFMs will receive a flat rate monthly fee per student (as per Appendix A – Dynamic Web Extension Fee) for extensions to compensate for no fee past the initial Dynamic Web Course Fee to the regular OLFM.
- 4) Payment to OLFMs for Online Courses will be as follows:
 - a) The OLFM shall receive compensation as per the Marked Assignment Fee (MAF) method. In this case OLFMs will be paid for assignments marked with the understanding that the total of the MAFs cannot be less than or greater than the Course Fee.
 - b) Pay for Substitute and Temporary OLFMs will be for assignments marked.

9.2 Per Student Fees

- 1) Base Pay
 - a) The "Per Student Fee" is payable to Employees except, Clinical, Directed Studies, Lab OLFMs, and any OLFMs if paid by the alternative flat rate method, and is determined based on "Start Date" Seniority. A "Per Student Fee" is payable if the

OLFM is notified by the University of a registration of a new student or a re-registration/extension of a current student.

- b) If a student is reassigned to another OLFM through an exceptional allocation decision, the new OLFM will also receive the “Per Student Fee”. In this situation, the “Per Student Fee” is paid twice but not to the same OLFM.
- 2) Technology Fee
- a) The University requires OLFMs to use electronic technology to respond to student inquiries and enter assignment and exam marks. In recognition of this additional work the University will provide a Technology Fee for each new student registration to compensate OLFMs for the extra time and work required. This fee will not be paid for Clinical, Directed Studies, and Lab OLFMs. This Technology Fee will be subject to the agreed upon wage increases in subsequent years.
 - b) It is understood that this Technology Fee will be full compensation for all computer-related work involved in the course including, responding to student enquiries by email or in conferences/bulletin boards. Where a student submits an electronic assignment the OLFM will be expected to use appropriate University provided software for file conversion or the student will be asked to resubmit in an appropriate form.

9.3 Payment of Wages

OLFM's will be paid on a bi-weekly pay cycle.

The Employer will deposit the Employee's pay cheque by electronic deposit in an account at a financial institution designated by the Employee.

The University will make available to each Employee an itemized statement of earnings detailing the calculation of total earnings for the pay period and total deductions made. The statement will be sufficiently detailed to make it possible for the Employee to keep accurate and up to date records. On written request from an Employee, a print copy of this itemized statement of earnings will instead be mailed to the Employee.

Should any error in an Employee's pay cheque occur, then the University will correct any error as quickly as possible. The University will in these cases provide the Employee with information detailing the error and the correction that is required to occur. If the correction should cause unnecessary financial hardship to the Employee, the University will arrange on a case by case basis to rectify the situation.

9.4 Vehicle and Travel Allowance

A vehicle allowance for all distances traveled on approved University business shall be paid to employees required to use their own vehicle. The rate of reimbursement shall be as per TRU Policy ADM 19-0 Expenses: Travel.

It is understood that “business” does not refer to travel between the OLFM’s house and any site of delivery.

9.5 Compensation for Course Development Work

The Employer will calculate the number of hours required for course development work assignments. An Employee being considered for course development work will be contacted by the Employer and advised of the number of hours for the whole project and each component. In addition the Employee will be advised of the Course Development assignment, the component pieces and the number of hours attached to each component. The Employee will be asked whether he/she still wishes to be considered for the Course Development work assignment.

If the Employee feels that the calculation of the number of hours requires discussion, the Employer will hear and consider the Employee’s rationale for any change being suggested. The University will ultimately be the final determiner of the number of hours required for the course development work assignment. It is understood that the number of hours the Employer is willing to pay will be determined in good faith and in a reasonable manner.

When the Employee accepts the assignment, his/her agreement with the approved number of hours is understood.

An Employee assigned Course Development work shall submit a Compensation Claim with the completed component. Payment shall be approved by the University designate upon completion of the component. Employees shall be paid for all hours up to the pre-approved maximum at the “Course Development” rate per Appendix A.

In extenuating circumstances, an Employee assigned Course Development work may request an extension of the timeline for assigned Course Development work. Requests for such extensions shall not be unreasonably withheld.

If an Employee is offered and turns down a Course Development work assignment, this will not prejudice him/her for future consideration.

The University will provide to both the President of TRUOLFA or his/her designate and to the assigned Employee, a copy of the Course Development work assignment details. This documentation will include the number of hours, the University’s expectations required of the Course Development assignment, the component pieces and the number of hours attached to each component.

Except for 2) above, any dispute will be subject to grievance and arbitration.

9.6 Payment for Participation on Senate, Planning Council for Open Learning, and their Committees

The Parties agree to compensate OLFMs who have been elected or appointed as a member of Senate, Planning Council for Open Learning, or their committees, as follows:

- 1) The University will pay for time spent at such meetings at the “Committee Assignment” rate, as outlined in Appendix “A” of the Collective Agreement.

- 2) The University will pay up to 1½ hours preparation time for each meeting, if required. Pay for preparation time of more than 1½ hours, if required, and requested in advance by the member, may be approved by the Employer in its sole discretion.
- 3) In the event that an OLFM on Senate, Planning Council for Open Learning or related committees is asked to prepare a special report/project, the University shall compensate at the “Committee Assignment” rate, as approved by the Employer.
- 4) Participation in the Senate, Planning Council and committee meetings will normally be via audio-conference.

ARTICLE 10 LEAVES OF ABSENCE

10.1 Approval of Leaves and Employee Status on Return

An Employee who resumes employment on the expiration of an approved leave under this Article shall be reinstated at the same level of benefits (subject to carrier requirements), workload and wages held immediately prior to the leave being taken.

It is the OLFM’s responsibility to apply, in writing, to the Director of Program Delivery or designate for an approved leave under this Article. Other than where specifically indicated in the following clauses, sixty (60) days’ notice of leave is required. In exceptional circumstances, this notice period may be shortened at the Employer’s discretion.

The “Bi-Weekly Print Stipend” and “Per Student Fee” are not paid while an OLFM is on leave of absence without pay.

10.2 General Holidays

An employee who has been employed by the University for 15 calendar days will be eligible for General Holiday pay which will be paid on each pay cheque.

The University will pay 4.6% of wages to OLFMs as full payment for the General Holidays specified below.

The following days are recognized as General Holidays. An Employee desiring to work any of these days must receive prior approval from their Supervisor.

New Year’s Day	B.C. Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Should the University require the Employee to work on a General Holiday that they qualify for the Employee will receive an amount of money equal to 1.5 times the average of his/her daily

earning for the days he/she has worked in the four (4) week period immediately preceding the week in which the General Holiday occurs.

10.3 Annual Vacation

- 1) Vacations shall be calculated on a calendar year basis. Regular Employees in their first partial year of service shall receive 4% of their regular gross earnings. Regular gross earnings are defined as monies received as set out in Appendix A (Wage Schedule) and Appendix B (Marked Assignment Fee and Final Exam/Project Marking Schedule) of this Agreement.
- 2) Temporary Employees will receive 4% of regular gross earnings on each paycheque.
- 3) Vacation Pay will be calculated as a percentage of regular gross earnings and provided to Employees on each pay cheque. Regular Employees are entitled to receive time off and vacation pay as follows:

Partial year (date of hire to Dec. 31)	2 wks prorated	4%
1st full calendar year to 4th calendar year	3 wks	6%
5th to 9th calendar years	4 wks	8%
10th to 14th calendar years	5 wks	10%
15th to 19th calendar years	6 wks	12%
20th+ calendar years	7 wks	14%

- 4) The Employer will provide to the OLFM, a semi-annual statement of annual vacation entitlement less any annual vacation taken, in the first pay period of January and July of each year.
- 5) Employees shall arrange with their supervisor for time off for the purpose of vacation leave. Employees will provide a written request for such leave 30 calendar days in advance for leaves of two weeks or less and 60 calendar days in advance for leaves of more than two weeks. The Employer will not unreasonably withhold approval of the leave.
- 6) It is agreed that time off need not be taken in consecutive weeks.
- 7) Vacation will be counted as a day for a day.
- 8) The Employer will inform OLFMs in a timely manner of the substitute arrangements for leaves. OLFMs who have been provided the necessary equipment will provide an automated email reply message and leave a telephone voice-mail message on the OLFMs' phone advising their students of the leave periods and contact information regarding the substitute. It remains the University's responsibility to inform students of the leaves.
- 9) Vacation Carry Over
 - a) An Employee may carry over up to one (1) week of vacation leave per vacation year for two (2) consecutive years, to a maximum of two (2) weeks. Employees in

their first partial year of service who commenced prior to July 1 of that year, may carry over up to one (1) week of vacation leave into their first vacation year.

- b) A single vacation period which begins in one calendar year and overlaps the beginning of the next calendar year shall be considered as vacation for the year in which the vacation period commenced.

10) Administration of Vacation

During periods of vacation, Regular Employees will continue to accrue vacation, and to be paid the “Per Student Fee” and “Bi-weekly Print Stipend”.

10.4 Sick Leave

Regular Employees are eligible for the following:

- a) Each Employee shall accumulate annual sick leave credit at the rate of five percent (5%) of annual salary.
- b) Sick leave shall be cumulative to a maximum of fifty percent (50%) of the Employee’s highest annual salary. The Employer will provide a semi-annual statement of sick leave accumulation less any sick leave taken, in the first pay period of January and July of each year.
- c) The Employer will provide an appropriate substitute for the period of the leave. The substitute’s earnings will be based on the sick OLFM’s rates of pay. The OLFM will receive an amount equal to the substitute’s earnings and that amount shall be deducted from the OLFM’s sick leave credit.
- d) Employees who have exhausted their sick leave benefits will remain on sick leave without pay until they are eligible for LTD.
- e) Special Terms for OLFMs who Deliver Print Courses
 - i) The students assigned to the substitute remain on the lists of the sick OLFM, who on return to work resumes delivery to all students on the lists.
 - ii) The Employer will not provide a substitute where an OLFM is sick for less than one (1) calendar week, or such longer period as mutually agreed between the OLFM and the supervisor. In the event that no substitute is provided, the Employer shall waive the three (3) calendar day turnover (see Article 8.1 1 j)) for the period of the sickness. The Employee is obligated to inform the University as soon as possible if there is, or will likely be, a need for a Substitute OLFM. The Employee will attempt, in so far as reasonable, to alert the University to an expected return date.

10.5 Bereavement Leave

- 1) “Leave” in the following means that the OLFM may be unavailable for marking of assignments and/or classroom instruction for the period specified below. The Employer may at its discretion provide a substitute. It is agreed that no Employee on bereavement leave will suffer a loss in pay or benefits.
- 2) In the event of a death or serious illness in the immediate family, the leave shall be up to five (5) consecutive business days including the date of the funeral. Immediate family is defined as an Employee’s parent, spouse, common-law mate, same-sex partner, child, sister, brother, father-in-law, mother-in-law, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law and sister-in-law, and any other relative permanently residing in the Employee’s household or with whom the Employee permanently resides. When the funeral occurs outside the province, such leave shall also include reasonable traveling time, up to a maximum of two (2) additional business days.
- 3) In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer, on request, may grant additional bereavement leave.

10.6 Maternity, Parental and Adoption Leave

This clause applies to Regular Employees only. Temporary Employees shall be covered by the provisions of the Employment Standards Act.

- 1) Maternity Leave
 - a) An Employee, on written request, is entitled to an unpaid maternity leave from work for a period of up to eighteen (18) continuous weeks commencing any time in the eleven (11) weeks immediately before the expected delivery date. The Employer shall defer the commencement of the maternity leave for any period of time requested by the Employee and approved by her medical practitioner.
 - b) The services of the Employee who is absent from work under this leave shall be considered continuous and any benefits the Employee may be in receipt of will be maintained provided that her delivery assignment(s) is ongoing during the period of the absence. Should her delivery assignment(s) expire during the time of her absence then service will be deemed to be interrupted and any related benefits the Employee is in receipt of will cease.
 - c) When an Employee returns to work following maternity leave, the Employee will be placed into the assignment(s) she held prior to the commencement of the leave provided such assignment(s) is active.
- 2) Parental Leave
 - a) Upon written request, an Employee shall be entitled to parental leave of up to a maximum of twelve (12) consecutive months.

- b) Leave taken under this provision shall commence:
 - i) For the birth mother, immediately after the end of the leave taken under the maternity leave provisions unless the Employer and the Employee agree otherwise.
 - ii) For a birth father, after the child's birth and within fifty-two (52) weeks of the birth.
 - iii) For an adopting parent, within fifty-two (52) weeks after the child is placed with the parent.
 - c) The services of the Employee who is absent from work under this leave shall be considered continuous and any benefits the Employee may be in receipt of will be maintained provided that his/her delivery assignment(s) is ongoing during the period of the absence. Should his/her delivery assignment(s) expire during the time of the absence then his/her service will be deemed to be interrupted and any related benefits the Employee is in receipt of will cease.
 - d) When an Employee returns to work following parental leave, the Employee will be placed into the assignment(s) he/she held prior to the commencement of the leave provided such assignment(s) is active.
- 3) Adoption Leave
- a) Employees upon written request are entitled to an adoption leave without pay for up to twelve (12) continuous weeks. This may be taken any time during the one (1) year period following the adoption of the child.
 - b) The services of the Employee who is absent from work under this leave shall be considered continuous and any benefits the Employee may be in receipt of will be maintained provided that his/her delivery assignment(s) is ongoing during the period of the absence. Should his/her delivery assignment(s) expire during the time of the absence then the service will be deemed to be interrupted and any related benefits the Employee is in receipt of will cease.
 - c) When an Employee returns to work following adoption leave, the Employee will be placed into the assignment(s) he/she held prior to the commencement of the leave provided such assignment(s) is active.

10.7 General Leave

The University may grant a leave of absence with or without pay to a Regular Employee for any reason up to twenty-four (24) months within any five (5) year period. Such leaves shall not be unreasonably withheld. If the leave is denied, the Employee will receive written notification stating the reason for the denial of the leave.

Subject to carrier requirements, benefits will be continued during any unpaid leave of absence pursuant to Article 11.1 provided the full cost of carrier premiums is paid by post-dated cheque(s) provided in advance by the Employee.

The Employee must notify his/her Supervisor in writing of his/her intent to return a minimum of one (1) month prior to the expiration of the leave.

The “Per Student Fee” and “Bi-weekly Print Stipend” will not be paid during the period of any unpaid leave.

10.8 Political Leave

The following is available to Regular Employees who have completed their probationary period.

If nominated as a candidate for election at the Federal, Provincial, or Municipal level, leave of absence without pay shall be provided during the election campaign.

If elected to a full-time office, a leave of absence without pay shall be provided for the duration of the term of office.

The Employee must make a request in writing at least one (1) month prior to the anticipated commencement of said leave.

Employees returning from such leave, shall advise the Employer at least one (1) month prior to the expected return to work and shall resume their duties no later than the beginning of the next recognized intake.

ARTICLE 11 HEALTH AND WELFARE BENEFITS

All benefits changes are to be implemented effective as specified below.

The Employer agrees to provide the following benefits during this Agreement.

11.1 Benefits

1) Pay in Lieu of Benefits

For Employees who do not qualify for benefits as set out below the Employer shall pay annually an amount equal to four percent (4%) of the regular gross earnings of the Employee in lieu of benefits.

2) Benefits on Unpaid Leave of Absence

Except as otherwise provided, coverage for health and welfare benefits shall cease if the unpaid absence is for more than one (1) full month. Such coverage will be maintained upon payment in advance of the full premiums by the Employee.

3) Alternate Benefit Coverage

It is understood that where an Employee is already covered under another plan for equivalent Health and Welfare coverage he/she may choose to opt out of that coverage under this plan.

It is the Employee's responsibility to provide documentation to the Employer in order to exercise the right to opt out.

4) Benefit Eligibility

Eligibility requirements shall be reviewed in January of each year. Benefits for those Employees who become eligible shall commence April 1. Those active Employees enrolled in Medical, Dental, Extended Health, Group Life Insurance and Accidental Death and Dismemberment Insurance who drop below the specified annual benefit threshold may elect to continue benefits, even though his or her annual earnings drop below the threshold, provided the Employee pays to the University, in advance by post-dated cheques, the full premiums for the fiscal year (April 1 to March 31). Should the Employee not be eligible for benefits in the subsequent review period, the Employee shall be removed from the benefit plans at the end of the pre-paid fiscal year.

Employees who are not eligible for benefits and who elect not to pre-pay shall be cancelled effective March 31st.

An OLFM who happens to fall below the cutoff line in the current year will not have benefits removed if an average of the previous 5 years was over the cutoff. The benefit eligibility floors (thresholds) in Article 11 (\$15,177 and \$17,075) will be increased by the same percentage as the wage increases in each year.

5) Benefit Termination

All benefits coverage will cease on the day that an Employee's employment terminates.

11.2 BC Medical Services Plan (MSP)

Effective April 1, 2012 for Employees earning more than \$15,177 annually.

The University shall pay one hundred percent (100%) of the monthly premiums required by the BC Medical Services Plan on behalf of these Employees (and their eligible dependents).

11.3 Extended Health Benefits

Effective April 1, 2012 for Employees earning more than \$15,177 annually.

The University shall pay one hundred percent (100%) of the monthly premium required to sustain Extended Health Benefits at the following level:

- a) The total lifetime coverage level will be unlimited;

- b) Reimbursement level on claims will be 95% with \$25.00 per year per family deductible;
- c) Vision care in the amount of \$150.00 every two (2) years with no deductible for the member and each eligible dependent;
- d) Hearing Aid benefit claims will be to a maximum of \$600 every five years.

11.4 Dental Plan

Effective April 1, 2012 for Employees earning more than \$15,177 annually.

The Employer agrees to pay one hundred percent (100%) of the monthly premium required to sustain the Dental Benefits for these Employees and their eligible dependents at the following levels:

Plan A	100%
Plan B	80%
Plan C	50%

The benefits under Plan C are limited to children who are residing in British Columbia and are not entitled to dental care coverage through their own employment to their eighteenth (18th) birthday and to a lifetime maximum of seventeen hundred and fifty dollars (\$1,750) total payment per child.

Effective January 1, 1999, amendment of Plan A that includes revision of cleaning the teeth (prophylaxis and scaling) every nine months except dependent children (up to age 19) and those with gum disease and other dental problems as approved by the Plan.

11.5 Group Life Insurance and Accidental Death and Dismemberment

Effective April 1, 2012 for Employees earning more than \$15,177 annually.

The University shall pay one hundred percent (100%) of the monthly premium of Group Life Insurance plus Accidental Death and Dismemberment Insurance on behalf of each of these Employees in order to achieve a benefit level of three times (3X) the annual gross earnings.

11.6 Long Term Disability Insurance

Effective April 1, 2012 for Employees earning more than \$17,075 annually.

The Employer shall pay eighty percent (80%) of the monthly premium on behalf of Employees for a Long Term Disability Insurance Plan.

In the event an Employee, while covered under this plan, becomes totally disabled as a result of an accident or sickness, then, after the Employee has been totally disabled for six (6) months, he/she shall be eligible to receive a monthly benefit as follows:

- a) The Employee shall receive a monthly benefit equal to the sum of 60 percent (60%) of the monthly earnings to a maximum benefit payable of \$4,000 per month.
- b) The Long-Term Disability payment will be made so long as an Employee remains totally disabled and will cease on the date the Employee recovers, or at the end of the month in which the Employee reaches age 65, or dies, whichever occurs first.
- c) An Employee on Long-Term Disability will continue to be covered by Group Life, Accidental Death and Dismemberment, Extended Health, Dental and Medical Plans providing the Employee pays his/her share of the costs.

11.7 Pension Plan

1) Enrolment

Enrolment in the College Pension Plan shall be as set out by the Pension (College) Act.

2) Existing Employees

The Employer will encourage Employees who have not joined the College Pension Plan to do so. However, Employees on payroll prior to September 1, 1999, who have not joined the College Pension Plan shall retain the right not to join.

3) Employer Contribution

For all those Employees who elect to participate in the College Pension Plan, as described in the Pension (College) Act, the Employer will contribute to the cost of such coverage to the extent described in the Plan.

4) Pension Plan Information

The University shall provide each new Employee with pertinent information describing the Pension Plan and shall inform all Employees enrolled in the Plan of amendments and changes to the Plan as they are communicated to the University. Changes to eligibility requirements or benefit levels will be communicated to all Employees.

ARTICLE 12 PROTECTION OF EMPLOYEES

12.1 No Discrimination

The Parties agree that neither the Employer nor the Union shall discriminate against any applicant to a position covered by this Agreement, or against any Employee, on the basis of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person or membership in the Union or activities relating to participation in the Union.

12.2 Harassment

1) Statement of Commitment

The Union and the University are committed to providing a working and learning environment that allows for full and free participation of all members of the institutional community. Harassment undermines these objectives and violates the fundamental rights, personal dignity and integrity of individuals or groups of individuals. Harassment is a serious offence that may be cause for disciplinary sanctions including, where appropriate, dismissal or expulsion.

The University has a responsibility under BC's Human Rights Code to prevent harassment and to provide procedures to handle complaints, to resolve problems and to remedy situations where harassment occurs.

The University will offer educational and training programs designed to prevent harassment and to support the administration of the institutional policies and to ensure that all members of the institutional community are aware of their responsibility with respect to the policy.

2) Discriminatory Harassment

a) Definition of Discriminatory Harassment

Harassment as defined under the BC Human Rights Code is a form of discrimination that adversely affects the recipient on one or more of the prohibited grounds under the BC Human Rights Code [R.S.B.C. 1996 C.210].

Harassment as defined above is behaviour or the effect of behaviour, whether direct or indirect, which meets one of the following conditions:

- i) is abusive or demeaning;
- ii) would be viewed by a reasonable person experiencing the behaviour or effect of the behaviour, as an interference with her/his participation in an institutional related activity;
- iii) creates a poisoned environment

As of this date, the grounds protected against discrimination by BC's Human Rights Code [R.S.B.C. 1996 C.210] are race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age and conviction of a criminal or summary conviction offence that is unrelated to employment or intended employment.

b) Definition of Sexual Harassment

Sexual Harassment is a form of discrimination on the basis of sex. It is, behaviour of a sexual nature by a person who knows or ought reasonably to know that the behaviour is unwanted or unwelcome; and

- i) which interferes with another person's participation in an University-related activity; or
- ii) leads to or implies employment, or academically-related consequences for the person harassed; or
- iii) which creates a poisoned environment

c) Procedure for Investigations of Discriminatory Harassment

i) Mediation

When a complaint is received by the University involving an individual covered by this Collective Agreement, the University and the Union will initiate a mediation procedure at the bargaining unit level. The mediation process is the recommended avenue of resolution.

Consensual mediation will require the agreement of the complainant and the alleged harasser to use the following process:

- the University and the Union will discuss the nature of the complaint and agree upon who will conduct the mediation; the Parties will endeavor to select a trained internal mediator;
- the mediation process and resolution will be kept strictly confidential by all participants;
- where a resolution is reached, the complainant and the alleged harasser must agree in writing to the resolution and the matter will then be considered concluded;
- no record of the mediation except the written agreed resolution will be placed on an Employee's file.

ii) Investigation

Where either the complainant or alleged harasser does not agree to mediation, or no resolution is reached during the mediation, an investigator will be selected by the Parties from a list of investigators agreed upon. This list is to be determined by the Parties following ratification of the Collective Agreement.

An investigator will be appointed within ten (10) business days unless otherwise mutually agreed.

The appointment of an investigator does not preclude that investigator from mediating the dispute where possible.

Any complaint of harassment will be kept confidential except as is necessary to investigate and resolve the issue.

iii) Terms of Reference of the Investigator

The purpose of the investigator will be to ascertain facts. All persons quoted in the investigation will be named.

The University, the complainant, the alleged harasser and the Union will each receive a copy of the investigator's report as well as the Employer's written determination.

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

Reliance on Report of Third Party Investigator

The University is entitled to rely on the fact of mediation or the report of a third party investigator as evidence that may mitigate liability in a proceeding that follows receipt of the third party investigator's report.

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

The investigator will not be compellable as a witness in any arbitration or other legal procedure which may result from the investigation.

The investigator will conclude her/his work within ten business days of appointment, and will render a report within a further five business days.

The investigator may, as part of her/his report, make recommendations for resolution of the complaint.

The investigator's report will not be placed on an Employee's file.

iv) Findings

The University will make a written determination based upon the facts and recommendation, if any, within 10 business days of the receipt of the Investigator's report.

The determination will:

- state the action(s), if any, to be taken or required by the University
 - include, where appropriate, a statement of exoneration.
- v) Rights of the Parties

These procedures may not be used where a complainant has filed a complaint under the Human Rights Code.

The above noted procedure does not restrict:

- The University's right to take disciplinary action;
- The Union's right to grieve such disciplinary action or to grieve an alleged violation of this Article.

3) Personal Harassment

a) Definition of Personal Harassment

Personal harassment is defined as follows:

- i) Physical threat, intimidation, or assault or unwelcome contact such as touching, patting, pinching and punching, or
- ii) Verbal abuse, or
- iii) Implied or expressed promise of reward or threat of reprisal, or denial of opportunity for refusal to comply with a request which is unrelated to an Employee's assigned duties, or
- iv) The improper use of power and authority inherent in the position held so as to endanger an Employee's position, threaten the economic livelihood of the Employee, or in any way interfere with, or influence, the career of the Employee.

b) Procedures for Handling Personal Harassment

Employees may process complaints about personal harassment through the grievance procedure, subject to the following changes:

- i) Where a person who is the subject of the complaint is the Employer representative at any step of the grievance procedure then the Union may bypass that step of the procedure or present the grievance to another appropriate management representative;
- ii) Employer and Union representatives, in the course of investigating a complaint of harassment, shall have due regard for the privacy and confidentiality of any and all persons involved in the complaint;

- iii) An arbitrator in the determination of a complaint of harassment may take reasonable steps to protect the interest of all Parties in the privacy and confidentiality in the determination of procedural and evidentiary matters, subject to the requirement of fairness to the Parties;
- iv) Where the complainant and the person who is the subject of the complaint are both members of the bargaining unit, then the arbitrator seized of a grievance of harassment shall also have jurisdiction in respect of any grievance arising from related discipline of the Employee who is the subject of the complaint.
- v) Employees against whom a grievance or complaint has been filed pursuant to this Article shall have the right to know the allegations made against them, and shall have the right to Union representation at all meetings, interviews, and hearings where the OLFM's presence is requested. An Employer representative alleged to have offended under this clause shall be entitled to be given notice of the substance of a grievance under this clause, and to be given notice of, attend, and participate at any arbitration hearing held as a result of a grievance under this clause.
- vi) Pursuant to this Article, complainants have the right to Union representation at all meetings, interviews and hearings where the complainant's presence is requested.
- vii) No information relating to the grievor's, or alleged harasser's personal background or lifestyle shall be admissible during the grievance or arbitration process.
- viii) An arbitrator has the authority to fashion a settlement which can include instructions that the Employee who is subject of the complaint may be transferred away from the place of work of the complainant to another position without regard to his/her seniority. Where such action causes detriment, the detriment shall fall upon the person who is the subject of the complaint and not other bargaining unit members.

4) False Complaints, Breaches of Confidentiality, and Retaliatory Action

Frivolous, vexatious or malicious complaints of harassment or breaches of the confidentiality provisions of this clause or retaliation in respect of a complaint may result in discipline.

5) Relation to Other Agreements

Where a complaint under Article 12.2 involves individuals who are covered by another Collective Agreement, the Parties will meet to clarify and agree upon a procedure.

12.3 Human Rights

The Parties to this Agreement agree to abide by the Human Rights Code of British Columbia.

12.4 Technological Change

The Parties agree to comply with Section 54 of the Labour Relations Code of B.C.

12.5 Exempt and Save Harmless

To the extent that coverage is available under the provisions of the Self Insured Comprehensive General Liability Coverage of the University, College, and Institute Protection Program, the University shall:

- a) exempt and save harmless each current and former Employee from any liability action arising from the proper performance of duties for the University, and;
- b) assume all costs, legal fees and other expenses arising from any such action, and;
- c) provide advance notice to those current and former Employees who are named by an investigation, inquiry or complaint under this Article as soon as the University becomes aware.

12.6 Health and Safety

The Union and the University agree to comply with the regulations made pursuant to the Workers' Compensation Act and Employment Standards Act, or any other statute of the Province of British Columbia pertaining to the safety and health of the Employees in their working environment.

12.7 Academic Freedom

The Employer and the Union agree that the exchange of knowledge and ideas is an indispensable foundation of education. Therefore, the Employer shall not infringe or abridge the freedom of OLFMs to express views and to engage in open discussion with students and colleagues on subject matter, pedagogy, course materials, evaluation methods and delivery systems.

The Employer recognizes the value of full and open discussion amongst its Employees of all issues that impact on the ability of the University to carry out its mandate.

The Employer recognizes and will protect the right of OLFMs without fear of reprisal, to provide input to the Employer on all matters related to their delivery duties.

The Union recognizes the duty of OLFMs to respect the right of others, to exercise the freedom of discussion in a responsible and responsive manner, and to respect the educational objectives of the University.

The Employer and the Union agree that this freedom does not extend to an OLFM making changes in the format or prescribed materials of an TRU-OL course which the Employee has agreed to deliver, unless by agreement between the OLFM and the Employer.

12.8 Retirement

No Employee shall be required to retire due to age, provided the Employee is capable of carrying out his/her duties.

12.9 Privacy Protection

The Parties to this Agreement agree to abide by the provisions of the Freedom of Information and Protection of Privacy Act of British Columbia.

The University recognizes and accepts its responsibility in protecting the safety of OLFMs in their work. The University will, in exceptional circumstances, provide alternative arrangements for delivery of assignments. The OLFM must submit a written request outlining their rationale to the Director of Program Delivery or designate for consideration. Where alternative arrangements are approved, the home address of the Employee shall not be provided to the Employee's student(s). The University will not release private phone numbers or private email addresses of employees to students.

12.10 Early Retirement Incentive

1) Definition

For the purpose of this provision, early retirement is defined as retirement at or after age 55 and before age 64.

2) Eligibility

An employee must have worked a minimum of ten (10) years with the University.

3) Incentive Payment

The University may offer and an Employee may accept an early retirement incentive based on the age at retirement to be paid in the following amounts:

Age at Retirement	% of regular gross earnings earned in the calendar year immediately prior to date of retirement
55 to 59	100%
60	80%
61	60%
62	40%
63	20%

The University may opt to pay the early retirement incentive in three (3) equal payments over a thirty-six (36) month period.

ARTICLE 13 GENERAL

13.1 Duty to Provide Collective Agreements

The Employer shall, within sixty (60) days of the execution of the Collective Agreement, provide each member of the bargaining unit with an electronic copy, and shall provide the Union with fifty (50) hard copies. The cost of printing the fifty (50) hard copies of the Collective Agreement shall be borne by the Employer.

The Employer shall provide an electronic copy of the current Collective Agreement to each Employee when he/she is hired.

13.2 Course Tuition Waiver

The University will waive the tuition fees for two (2) TRU-OL courses, as contained in Appendix "B" in each four (4) month calendar period for Employees who have completed their probationary period. The maximum number of courses for which tuition fees will be waived is six (6) per year.

If an Employee fails to complete two (2) TRU-OL courses without a reasonable explanation, he/she will no longer be eligible for tuition waivers.

If the Employee chooses to terminate employment with the Employer prior to completion of a course, the Employee shall return all course materials in good order.

A member of the Employee's family (spouse or dependent) may register for one (1) TRU-OL course per year, which will be deducted from the six (6) courses above. If the family member fails to complete two (2) TRU-OL courses without a reasonable explanation, he/she will no longer be eligible for tuition waivers.

ARTICLE 14 TRAINING, EQUIPMENT AND MAINTENANCE

14.1 General

Where required, the Employer will provide the equipment, (including sufficient paid training and service maintenance) necessary for an OLFM to carry out his/her assigned duties.

Such training shall include:

- a) a per hour fee for training time before and during the course related to the technological requirements of delivering a course via computer technology (must be approved in advance by the Supervisor) (payment at the Computer Course Rate in Appendix A (Wage Schedule));
- b) training if Employees are requested to participate in evaluations of other Employees or managers of the University (payment at Participation in Employee Evaluation Rate in Appendix A (Wage Schedule));

- c) training related to Occupational Health & Safety.

The Employer will ensure that every Employee where possible is provided with a VOIP phone-set at no cost to the Employee.

14.2 OLFM's Responsibility

It is the OLFM's responsibility to participate in periodic University sponsored training in order to keep current on technology being used by the University.

14.3 Transition from Print to Standard Web

The University shall provide reasonable training for all Regular OLFMs, employed as of December 8th 2006, who deliver Print Course(s) and who wish to participate in Standard Web delivery. All OLFMs who successfully complete the University Standard Web training program will be provided the opportunity to deliver their course(s) in the Standard Web delivery model. However, if at the end of the training period the OLFM has not successfully completed the Standard Web training program they will not be eligible to deliver Standard Web Courses. In accordance with Article 14, University sponsored training time shall be paid at the Computer Course Rate in Appendix A.

14.4 Training Needs

OLFMs are encouraged to communicate their training needs to the University.

ARTICLE 15 COURSE REVISION

The Union and the University agree that the experience and knowledge of OLFMs in the delivery of TRU-OL courses is valuable to the revision of those courses.

Where a TRU-OL course is revised, an OLFM who has taught the course previously will be invited to participate in the course revision planning. The choice of OLFM and the nature and scope of the role of the OLFM in the course revision planning will be determined by the supervisor responsible for that course. The OLFM will be paid an honorarium for preparing a brief report as specified by the Supervisor as per the Brief Report Course Revision Fee in Appendix A (Wage Schedule).

ARTICLE 16 OFFICE SPACE: EMPLOYEES

The University will provide one (1) equipped workstation at the Kamloops campus, and one (1) equipped workstation at the Vancouver Office, for the use of Employees.

On request, the Employer may provide a second equipped workstation at the Kamloops campus if space is available.

ARTICLE 17 CONSULTATION

17.1 Union - Management Relations

The Parties agree to establish the Labour - Management Committee to meet from time to time to exchange information and review issues relating to the Collective Agreement. The parties agree that these meetings will take place at least every two months.

Where problems, or concerns, are identified relating to the Collective Agreement, the Parties will attempt to reach a resolution.

17.2 Governance

The Employer agrees to support a consultative model of administration which enables the views of the Employees to be known and considered with respect to decisions to be made by the Employer regarding educational policies and practices. The Employer endorses a working environment whereby OLFMs, including Lab OLFMs and other Employees along with management personnel endeavour to work collectively to serve the overall best interest and needs of the University, its Employees and the students.

Matters of professional or educational policy may be initiated by the Union or by the Employer through the appropriate forum.

To facilitate consultation, the following committees are agreed upon:

- a) Labour-Management: as per Article 17.1
- b) Selection Advisory Committee(s): as per Article 6.3
- c) Occupational Health & Safety Committee
- d) Any other committee the Parties mutually agree to establish subsequent to the signing to this Agreement.

OLFM representatives shall be appointed by the Union.

OLFM participation in all committees and Senior OLFM participation in Committee a) shall be recompensed by the Employer at the hourly fee for committee assignments as per Appendix A (Wage Schedule).

Where participation falls within the duties of Senior OLFMs appointed to committees b) or d) above, there will be no additional payment at the scale above unless the University decides to.

17.3 Open Learning Advisory Committee: Terms of Reference

- 1) Membership
 - Associate Vice-President Open Learning, Chair;
 - All Senior OLFMs;

- Director of Program Delivery;
- Associate Director of Program Delivery;
- Director of Instructional Design;
- Two OLFMs appointed by the Committee for a one-year term;
- Guests by invitation.

2) Responsibilities

- (a) Communication/Sharing
The Committee will provide a forum for OLFMs to discuss operational matters with Administration.
- (b) Advice/Recommendation
The Committee may provide advice and make recommendations to the Administration of the Open Learning Division on operational (non-labour) matters.

3) Meetings

Meetings will normally be held monthly. Participation by committee members outside Kamloops will normally be by distance (teleconference or video conference). All meetings will be minuted.

17.4 Employer Requested Meetings

If an Employee is requested by the Director of Program Delivery or designate to meet with University representatives at a specific time, whether in person or by interactive media, the Employee shall be compensated for a minimum of one (1) hour at the Meeting Rate as per Appendix A (Wage Schedule). Employees required by the University to attend local meetings on University business will be paid a maximum of one hour travel time, at the meeting rate set out in Appendix A. Where participation in these meetings falls within the duties of Clinical and Senior OLFMs and Lab OLFMs, there will be no additional payment.

The Employer may at its discretion explicitly request additional work or reports; this work will be paid for at the Meeting Rate as per Appendix A (Wage Schedule), the limits of the time spent on the work to be set in advance by the Employer.

Workshop activities are not meetings, and are recompensed as per Appendix A (Wage Schedule).

ARTICLE 18 PERSONNEL RECORDS

18.1 Personnel Records

Employees may view their personnel records upon request to the Human Resources Department. Such requests shall be granted at a time mutually agreeable to both Parties, and shall not be unreasonably delayed.

The Employer shall not use any information contained in the Employee's personnel file in a disciplinary way unless the Employee has had previous notification that such information is being placed in the file.

ARTICLE 19 DISCIPLINE

19.1 Discipline

No Employee shall be disciplined except for just cause.

An Employee upon request shall have the right to have his/her Steward involved at any discussion with supervisory personnel which the Employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an Employee for disciplinary purposes, the supervisor shall notify the Employee in advance of the purpose of the interview and of the Employee's right to contact his/her Steward, providing that this does not result in an undue delay of the appropriate action being taken.

An Employee shall be notified in writing of the specific reasons for the disciplinary action imposed. When an Employee is disciplined, the Union President will be notified of the discipline and shall receive a copy of the reasons provided to the Employee.

19.2 Suspension or Discharge Grievances

The University and the Union recognize that a suspension or discharge of an Employee is a serious matter.

In the event of a dispute arising from an Employee's suspension or discharge, the grievance will commence at Step 3 of the grievance procedure within fourteen (14) calendar days of the date on which the suspension or discharge occurred, or within fourteen (14) calendar days of the Employee receiving notice of such suspension or discharge.

ARTICLE 20 PROFESSIONAL DEVELOPMENT

Each fiscal year the Employer shall place an amount equivalent to one and one half percent (1 ½%) of total OLFM regular salaries into a Professional Development Fund.

Entitlement – All post-probationary OLFMs shall be entitled to apply for Professional Development funds.

The Professional Development Fund will be allocated by a committee consisting of two (2) OLFMs appointed by the Union and one (1) Employer representative.

On an annual basis, the committee will produce a report detailing approved allocations and actual disbursements made, to whom funds were allocated and/or disbursed and the purpose of the professional development activity.

ARTICLE 21 FACILITATION/LIAISON

It is understood that the assignment of additional work to the OLFMs is done at the sole discretion of the University. However, when the University assigns additional work to the OLFMs such work will be paid for. If the University requires OLFMs to perform Facilitation or Liaison functions that are in addition to their normal duties and not included in the course payment fee, they will be paid at the Meeting Rate as per Appendix A.

ARTICLE 22 REPORTS

It is understood that the assignment of additional work to the OLFMs is done at the sole discretion of the University. However, when the University assigns additional work to the OLFMs such work will be paid for. When the University requires reports from individual OLFMs on matters not covered elsewhere in the Collective Agreement and that are in addition to their normal duties, these reports will be paid for at the Committee Assignment Rate as per Appendix A.

ARTICLE 23 ORIENTATIONS

OLFMs who have been asked to substitute in a course they have never delivered before, or who are delivering a course that has undergone more than fifty percent (50%) revision since the substituting OLFM last taught it, and who in the opinion of the University require an orientation period, will receive an appropriate orientation period as established by the University. Orientation will be paid for at the Computer Course rate as per Appendix A.

OLFMs employed as of December 8th 2006, who deliver a Print Course that is converted to Standard Web, and are assigned to this Standard Web Course, are expected to attend an orientation session; the University may at its discretion waive this session. OLFMs will be compensated for their time in attendance at the orientation session at the Computer Course Rate in Appendix A (Wage Schedule) and travel expenses as per TRU Policy ADM 19-0 Expenses: Travel.

ARTICLE 24 DIRECTED STUDIES

- 1) Applications for Directed Studies (499-level work) from eligible students, with all documentation, will be forwarded to the Director of Program Delivery or designate who will:
 - a) inform by email all OLFMs in the discipline area of the student's 499 request and ask for written applications for the work assignment within 3 working days;
 - b) review all OLFM applications in order to determine if there is a match between student interest and OLFM qualifications. The Director of Program Delivery or designate will consider the following criteria that include but are not limited to:

- i) Academic Qualifications - PhD and/or equivalent expertise in relevant field
 - ii) Academic Record, including research, publications, and so forth
 - iii) Professional Experience in the relevant field.
- 2) If there is a match between the student interest and OLFM qualifications, the Director of Program Delivery or designate will confirm the assignment of work to the most qualified OLFM as determined in Article 24 1) b) above;
- 3) If no OLFM applies for the 499 work, or if there is no match between the student interest and OLFM qualifications, the University reserves the right to hire outside the bargaining unit.
- 4)
 - a) If an OLFM provides delivery support to a directed studies student, but the student does not submit course-work for marking, the OLFM will receive 1/3 of the negotiated rate outlined in Appendix "A";
 - b) If a directed studies student submits a portion of the required course-work, the OLFM will receive 2/3 of the negotiated rate outlined in Appendix "A";
 - c) Once the student completes the required course-work, the OLFM will receive full payment as per Appendix "A".

APPENDIX A - WAGE SCHEDULE

	01-Apr-12	01-Apr-13
Per Student Fee (Base Pay)		
0 – 12 months	28.71	29.28
13 – 24 months	29.60	30.19
25 – 36 months	30.68	31.29
37+ months	31.74	32.37
Technology Fee		
	5.73	5.84
Print		
Print Course Fee		Per Appendix “B”
Bi-weekly Print Stipend	9.77	9.96
Standard Web		
Standard Web Course Fee	151.70	154.73
Standard Web Course extension Substitution fee (pro-rata payment method)/per student/per month.	12.64	12.89
Dynamic Web		
Dynamic Web Course Fee	182.06	185.70
Dynamic Web Course extension Substitution fee (pro rata payment method/per student/per month.	15.17	15.47
Online		
Online Course Fee	255.00	260.10
Clinical OLFMs		
Instructors Rate (per hour)	41.60	42.43
Supervisor Rate (per 2 wk session)	362.29	369.54
Clinical Coordinator Rate (per month for 6 months)	1014.39	1034.68
Lab OLFMs		
Lab time (contact hours)		

	01-Apr-12	01-Apr-13
per hour	41.60	42.43
Retainer for preparation, administration, reporting requirements and evaluation (per section)	352.00	359.04
Student Assessments (per section)	176.01	179.53
Other Rates		
Senior OLFM (fee per hour)	30.44	31.05
Directed Studies Course Fee (for a 3 credit course)	573.88	585.36
Workshop Fees		
-Per day (3 – 7 hours per day)	178.25	181.82
- Half day (3 hours or less)	76.39	77.92
Exam Marking Fee (per hour)	31.88	32.52
Committee Assignments (per hour)	36.22	36.94
Meeting Rate (University requested teleconferences or face to face meetings with other employees)	29.84	30.44
Augmented Individual OLFM Rate (per hour)	40.78	41.60
Computer Course Rate (per hour)	29.84	30.44
Participation in Employee Evaluation (as per Article 7)	30.44	31.05
Preparing Grade Appeals	31.88	32.52

	01-Apr-12	01-Apr-13
External & International Programs:		
-Marking Exams & Assignments	31.88	32.52
-Other duties	30.44	31.05
Advise on Course Content	30.44	31.05
Advise on Transfer Credits	30.44	31.05
Special Education Student Rate (per hour as per Article 8.5)	32.82	33.48
Brief Report – Course Revision Fee (per Article 15)	262.56	267.81
Course Development	36.22	36.94
Union Remuneration Fund		
Total Fund as per Articles 2.5 & 5.3	7876.75	8034.29

**APPENDIX B – MARKED ASSIGNMENT FEE (MAF)
& FINAL PROJECT / EXAM MARKING SCHEDULE**

<i>Course</i>	<i>Course (Historical)</i>	<i>Credits</i>	<i>Format</i>	<i>April 1 2012</i>	<i>April 1 2013</i>	<i>Final Project/Exam Marking Time / Hrs</i>
ACCT 1211	BUSM 131	3	Print	153.10	156.16	1
ACCT 1211	BUSM 131	3	Standard	151.70	154.73	1
ACCT 1221	BUSM 132	3	Print	168.52	171.89	1
ACCT 1221	BUSM 132	3	Standard	151.70	154.73	1
ACCT 1921		3	Online	255.00	260.10	T.B.D.
ANES 4001	ANES 420	3	Standard	151.70	154.73	.75
ANES 4011	ANES 450	3	Standard	151.70	154.73	.75
ANES 4021	ANES 421	3	Standard	151.70	154.73	.75
ANES 4101	ANES 425	4	Standard	202.27	206.32	T.B.D.
ANTH 2921	ANTH 292	3	Standard	151.70	154.73	1
APEC 1611	APEC 161	2	Online	170.00	173.40	T.B.D.
APEC 1621	APEC 162	2	Online	170.00	173.40	T.B.D.
APEC 1631	APEC 163	3	Online	255.00	260.10	T.B.D.
APEC 1641	APEC 164	3	Online	255.00	260.10	T.B.D.
APEC 1651	APEC 165	2	Online	170.00	173.40	T.B.D.
APEC 1661	APEC 166	2	Online	170.00	173.40	T.B.D.
APEC 1671	APEC 167	3	Online	255.00	260.10	T.B.D.
APEC 1681	APEC 168	3	Online	255.00	260.10	T.B.D.
APEC 2641		3	Online	255.00	260.10	T.B.D.
APEC 2651		3	Online	255.00	260.10	T.B.D.
BBUS 1371	ADMN 137	3	Standard	151.70	154.73	1
BBUS 2121		3	Online	255.00	260.10	T.B.D.
BBUS 2211	ADMN 231	3	Print	166.30	169.63	1
BBUS 2211	ADMN 231	3	Standard	151.70	154.73	1
BBUS 2541	ADMN 233	3	Standard	151.70	154.73	1
BBUS 2721	ADMN 320	3	Print	151.12	154.14	.75
BBUS 2721	ADMN 320	3	Standard	151.70	154.73	.75
BBUS 3031	ADMN 460	3	Standard	151.70	154.73	2
BBUS 3121	ADMN 336	3	Print	151.70	154.73	1
BBUS 3121	ADMN 336	3	Standard	151.70	154.73	1
BBUS 3151	ADMN 318	3	Online	255.00	260.10	.5
BBUS 3201	ADMN 331	3	Standard	151.70	154.73	1.5
BBUS 3211	ADMN 341	3	Standard	151.70	154.73	1.5
BBUS 3215	ADMN 321	3	Online	255.00	260.10	T.B.D.
BBUS 3221	ADMN 351	3	Standard	151.70	154.73	1

**APPENDIX B – MARKED ASSIGNMENT FEE (MAF)
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<i>Course</i>	<i>Course (Historical)</i>	<i>Credits</i>	<i>Format</i>	<i>April 1 2012</i>	<i>April 1 2013</i>	<i>Final Project/Exam Marking Time / Hrs</i>
BBUS 3231		3	Online	255.00	260.10	T.B.D.
BBUS 3251	ADMN 333	3	Standard	151.70	154.73	1.25
BBUS 3331	ADMN 315	3	Print	150.71	153.72	2
BBUS 3431	ADMN 250	3	Standard	151.70	154.73	2
BBUS 3451	ADMN 345	3	Standard	151.70	154.73	1.5
BBUS 3471	ADMN 347	3	Standard	151.70	154.73	2
BBUS 3481	ADMN 348	3	Standard	151.70	154.73	1.5
BBUS 3511	ADMN 380	3	Standard	151.70	154.73	2
BBUS 3511		3	Online	255.00	260.10	2
BBUS 3611	ADMN 361	3	Dynamic	182.06	185.70	3
BBUS 3621	ADMN 362	3	Dynamic	182.06	185.70	T.B.D.
BBUS 3631	ADMN 363	3	Dynamic	182.06	185.70	3
BBUS 3641	ADMN 364	3	Dynamic	182.06	185.70	.75
BBUS 3651	ADMN 365	3	Dynamic	182.06	185.70	T.B.D.
BBUS 3661	ADMN 366	3	Dynamic	182.06	185.70	.5
BBUS 3671	ADMN 367	3	Online	255.00	260.10	T.B.D.
BBUS 3811	ADMN 222	3	Standard	151.70	154.73	N/A
BBUS 3841	ADMN 325	3	Standard	151.70	154.73	1.5
BBUS 3931	ADMN 390	3	Print	151.26	154.29	1.75
BBUS 3931	ADMN 390	3	Standard	151.70	154.73	1.75
BBUS 4135	ADMN 413	3	Print	151.26	154.29	1
BBUS 4151	ADMN 426	3	Online	255.00	260.10	T.B.D.
BBUS 4185	ADMN 418	3	Online	255.00	260.10	T.B.D.
BBUS 4201	ADMN 402	3	Standard	151.70	154.73	1
BBUS 4211	ADMN 461	3	Standard	151.70	154.73	1.5
BBUS 4231	ADMN 463	3	Standard	151.70	154.73	.75
BBUS 4251	ADMN 405	3	Online	255.00	260.10	1.5
BBUS 4411	ADMN 491	3	Standard	151.70	154.73	1.75
BBUS 4431	ADMN 403	3	Standard	151.70	154.73	2.5
BBUS 4451	ADMN 344	3	Online	255.00	260.10	.75
BBUS 4471	ADMN 487	3	Standard	151.70	154.73	2.5
BBUS 4481	ADMN 488	3	Standard	151.70	154.73	2.5
BBUS 4491	ADMN 489	3	Online	255.00	260.10	2
BBUS 4491	ADMN 489	3	Standard	151.70	154.73	2
BBUS 4661	ADMN 466	3	Standard	151.70	154.73	1.5
BBUS 4681	ADMN 468	6	Dynamic	364.12	371.40	2.75
BBUS 4701	ADMN 470	3	Standard	151.70	154.73	2

**APPENDIX B – MARKED ASSIGNMENT FEE (MAF)
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<i>Course</i>	<i>Course (Historical)</i>	<i>Credits</i>	<i>Format</i>	<i>April 1 2012</i>	<i>April 1 2013</i>	<i>Final Project/Exam Marking Time / Hrs</i>
BBUS 4751	ADMN 375	3	Online	255.00	260.10	T.B.D.
BBUS 4833	ADMN 483	3	Dynamic	182.06	185.70	.75
BIOL 0501	BISC 023	0	Print	193.69	197.56	.5
BIOL 0501	BISC 023	0	Standard	151.70	154.73	.5
BIOL 0601	BISC 030	0	Print	170.38	173.79	.5
BIOL 0601	BISC 030	0	Standard	151.70	154.73	.5
BIOL 1001	BISC 100	3	Print	150.60	153.61	.75
BIOL 1001	BISC 100	3	Standard	151.70	154.73	.75
BIOL 1113	BISC 120	3	Print	150.77	153.79	.5
BIOL 1113	BISC 120	3	Standard	151.70	154.73	.5
BIOL 1213	BISC 121	3	Print	150.66	153.68	.5
BIOL 1213	BISC 121	3	Standard	151.70	154.73	.5
BIOL 1593	HLSC 159	3	Standard	151.70	154.73	.5
BIOL 1693	HLSC 169	3	Standard	151.70	154.73	.5
BIOL 2131	BISC 220	3	Print	148.55	151.52	.5
BIOL 2131	BISC 220	3	Standard	151.70	154.73	.5
BIOL 2341	BISC 210	3	Print	150.71	153.72	.75
BIOL 2341	BISC 210	3	Standard	151.70	154.73	.75
BIOL 3001		3	Online	255.00	260.10	N/A
BIOL 3021	BISC 350	3	Print	150.71	153.72	.5
BIOL 3021	BISC 350	3	Standard	151.70	154.73	.5
BIOL 3101	BISC 360	3	Print	171.43	174.86	.5
BIOL 3101	BISC 360	3	Standard	151.70	154.73	.5
BIOL 3131	BISC 313	3	Online	255.00	260.10	2
BIOL 3231	BISC 323	3	Online	255.00	260.10	1
BIOL 3431	BISC 399	3	Standard	151.70	154.73	2
BIOL 3701		3	Online	255.00	260.10	T.B.D.
BIOL 4141	BISC 414	3	Online	255.00	260.10	T.B.D.
BUEC 2041	ECON 350	3	Print	152.54	155.59	1.75
BUEC 2041	ECON 350	3	Standard	151.70	154.73	1.75
BUEC 3101	ECON 310	3	Standard	151.70	154.73	1.75
CHEM 0501	CHEM 024	0	Print	241.13	245.95	1.5
CHEM 0501	CHEM 024	0	Standard	151.70	154.73	1.5
CHEM 1503	CHEM 160	3	Print	151.70	154.73	.75
CHEM 1503	CHEM 160	3	Standard	151.70	154.73	.75
CHEM 1505	CHEM 164	1	Standard	50.57	51.58	3
CHEM 1523	CHEM 162	3	Print	151.70	154.73	.75

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<i>Course</i>	<i>Course (Historical)</i>	<i>Credits</i>	<i>Format</i>	<i>April 1 2012</i>	<i>April 1 2013</i>	<i>Final Project/Exam Marking Time / Hrs</i>
CHEM 1523	CHEM 162	3	Standard	151.70	154.73	.75
CHEM 1525	CHEM 165	1	Standard	50.57	51.58	3
CHEM 2123	CHEM 240	3	Print	150.12	153.12	.5
CHEM 2223	CHEM 241	3	Print	150.22	153.22	.5
COMP 1131	CPSC 113	3	Standard	151.70	154.73	1
COMP 1131		3	Online	255.00	260.10	T.B.D.
COMP 1231		3	Standard	151.70	154.73	T.B.D.
COMP 1231		3	Online	255.00	260.10	T.B.D.
COMP 3051		3	Online	255.00	260.10	
COMP 3051		3	Standard	151.70	154.73	
COMP 3271		3	Online	255.00	260.10	
COMP 3271		3	Standard	151.70	154.73	
COMP 3411		3	Online	255.00	260.10	T.B.D.
COMP 3411		3	Standard	151.70	154.73	
COMP 3521	CPSC 352	3	Online	255.00	260.10	1.75
CONV 1011		3	Online	255.00	260.10	T.B.D.
CONV 1021		3	Online	255.00	260.10	T.B.D.
CONV 1031		3	Online	255.00	260.10	T.B.D.
CONV 1041		3	Online	255.00	260.10	T.B.D.
CONV 1051		3	Online	255.00	260.10	T.B.D.
CONV 1061		3	Online	255.00	260.10	2.25
CRIM 1161	CRIM 161	3	Online	255.00	260.10	T.B.D.
CRIM 1161	CRIM 161	3	Standard	151.70	154.73	T.B.D.
CRIM 2251	CRIM 251	3	Online	255.00	260.10	N/A
CRIM 2251	CRIM 251	3	Standard	151.70	154.73	T.B.D.
CRIM 2261		3	Standard	151.70	154.73	T.B.D.
CRIM 2521	CRIM 252	3	Online	255.00	260.10	N/A
CRIM 2521	CRIM 252	3	Standard	151.70	154.73	N/A
CRIM 3311		3	Standard	151.70	154.73	
CYMH 5511	CYMH 551	3	Dynamic	182.06	185.70	N/A
CYMH 5521	CYMH 552	3	Dynamic	182.06	185.70	N/A
CYMH 5531	CYMH 553	4	Dynamic	242.75	247.61	N/A
CYMH 5541	CYMH 554	5	Standard	252.83	257.89	N/A
ECON 1221	ECON 122	3	Online	255.00	260.10	T.B.D.
ECON 1901	ECON 200	3	Print	149.69	152.68	1.25
ECON 1901	ECON 200	3	Standard	151.70	154.73	1.25
ECON 1951	ECON 201	3	Print	160.12	163.32	1.5

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<i>Course</i>	<i>Course (Historical)</i>	<i>Credits</i>	<i>Format</i>	<i>April 1 2012</i>	<i>April 1 2013</i>	<i>Final Project/Exam Marking Time / Hrs</i>
ECON 1951	ECON 201	3	Standard	151.70	154.73	1.5
ECON 2631	ECON 263	3	Online	255.00	260.10	T.B.D.
EDDL 5101	EDDL 510	3	Online	255.00	260.10	N/A
EDDL 5111	EDDL 511	3	Online	255.00	260.10	N/A
EDDL 5131	EDDL 513	3	Online	255.00	260.10	N/A
EDDL 5141	EDDL 514	3	Online	255.00	260.10	N/A
EDDL 5151	EDDL 515	3	Online	255.00	260.10	N/A
ENGL 0401	ENGL 010	0	Print	151.26	154.28	1
ENGL 0501	ENGL 028	0	Print	150.66	153.68	1
ENGL 0501	ENGL 028	0	Standard	151.70	154.73	1
ENGL 0601	ENGL 030	0	Print	170.38	173.79	1
ENGL 0601	ENGL 030	0	Standard	151.70	154.73	1
ENGL 0641	ENGL 034	0	Print	170.23	173.63	1
ENGL 0661	ENGL 036	0	Print	151.26	154.28	1
ENGL 1001	ENGL 100	3	Print	147.22	150.16	1
ENGL 1001	ENGL 100	3	Standard	151.70	154.73	1
ENGL 1001		3	Online	255.00	260.10	1
ENGL 1011	ENGL 101	3	Print	147.21	150.15	1.75
ENGL 1011	ENGL 101	3	Standard	151.70	154.73	1.75
ENGL 1021	ENGL 102	3	Print	149.69	152.68	.5
ENGL 1021		3	Standard	151.70	154.73	.5
ENGL 1031	ENGL 103	3	Print	149.66	152.65	.5
ENGL 1031	ENGL 103	3	Standard	151.70	154.73	.5
ENGL 1061	ENGL 106	3	Print	152.69	155.74	.75
ENGL 1061	ENGL 106	3	Standard	151.70	154.73	.75
ENGL 1071	ENGL 107	3	Print	151.26	154.29	1
ENGL 1071	ENGL 107	3	Standard	151.70	154.73	1
ENGL 1101	ENGL 108	3	Print	151.70	154.73	.5
ENGL 1101	ENGL 108	3	Standard	151.70	154.73	.5
ENGL 2111	ENGL 220	3	Print	147.32	150.27	.75
ENGL 2111	ENGL 220	3	Standard	151.70	154.73	.75
ENGL 2211	ENGL 221	3	Print	147.56	150.51	.5
ENGL 4241	ENGL 424	3	Print	149.69	152.68	.5
ENGL 4241	ENGL 424	3	Standard	151.70	154.73	.5
ENGL 4321	ENGL 432	3	Print	176.80	180.33	.75
ENGL 4321	ENGL 432	3	Standard	151.70	154.73	.75
ENGL 4341	ENGL 435	3	Print	150.78	153.80	.75

**APPENDIX B – MARKED ASSIGNMENT FEE (MAF)
& FINAL PROJECT / EXAM MARKING SCHEDULE**

<i>Course</i>	<i>Course (Historical)</i>	<i>Credits</i>	<i>Format</i>	<i>April 1 2012</i>	<i>April 1 2013</i>	<i>Final Project/Exam Marking Time / Hrs</i>
ENGL 4351	ENGL 442	3	Print	176.72	180.25	.5
ENVS 3991	ENST 399	3	Standard	151.70	154.73	.75
ENVS 3991		3	Online	255.00	260.10	.75
FREN 1001	FREN 100	3	Print	222.15	226.59	.5
FREN 1001	FREN 100	3	Standard	151.70	154.73	.5
FREN 1011	FREN 101	3	Print	205.22	209.32	.5
FREN 1011	FREN 101	3	Standard	151.70	154.73	.5
FRST 3073	FRST 307	3	Standard	151.70	154.73	2
GEOG 1191	GEOG 230	3	Print	148.88	151.86	.5
GEOG 1191	GEOG 230	3	Standard	151.70	154.73	.5
GEOG 1221	GEOG 110	4	Print	149.75	152.75	.5
GEOG 1221	GEOG 110	4	Standard	202.27	206.33	.5
GEOG 2221	GEOG 200	3	Print	150.71	153.72	.5
GEOG 2221	GEOG 200	3	Standard	151.70	154.73	.5
GEOG 2231	GEOG 270	3	Print	149.75	152.75	.5
GEOG 2231	GEOG 270	3	Standard	151.70	154.73	.5
GEOG 3991	GEOG 399	3	Standard	151.70	154.73	.5
GEOL 1011	GEOL 101	3	Print	150.71	153.72	1
GEOL 1031		3	Online	255.00	260.10	T.B.D.
GEOL 1111	GEOL 120	4	Print	150.71	153.72	1.25
GEOL 1111	GEOL 120	4	Standard	202.27	206.32	1.25
HIST 1121	HIST 120	3	Print	150.77	153.79	.5
HIST 1121	HIST 120	3	Standard	151.70	154.73	.5
HIST 1161	HIST 241	3	Print	150.77	153.79	2
HIST 1221	HIST 121	3	Print	150.54	153.55	.5
HIST 1221	HIST 121	3	Standard	151.70	154.73	.5
HIST 2251	HIST 225	3	Print	150.77	153.79	.5
HIST 2251	HIST 225	3	Standard	151.70	154.73	.5
HIST 3991	HIST 399	3	Online	255.00	260.10	T.B.D.
HLTH 1001		2	Standard	101.13	103.15	.75
HLTH 1011		3	Standard	151.70	154.73	.75
HLTH 1051		3	Standard	151.70	154.73	1
HLTH 1061	HLTH 106	3	Standard	151.70	154.73	T.B.D.
HLTH 1071		3	Online	255.00	260.10	T.B.D.
HLTH 1101		3	Standard	151.70	154.73	T.B.D.
HLTH 1121	HLTH 112	3	Standard	151.70	154.73	1
HLTH 1131	MLAP 113	1	Standard	50.57	51.58	.25

**APPENDIX B – MARKED ASSIGNMENT FEE (MAF)
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<i>Course</i>	<i>Course (Historical)</i>	<i>Credits</i>	<i>Format</i>	<i>April 1 2012</i>	<i>April 1 2013</i>	<i>Final Project/Exam Marking Time / Hrs</i>
HLTH 1141		3	Standard	151.70	154.73	N/A
HLTH 1153		3	Standard	151.70	154.73	T.B.D.
HLTH 1201		4	Standard	202.27	206.32	N/A
HLTH 1251		2	Standard	101.13	103.15	N/A
HLTH 1351		2	Standard	101.13	103.15	T.B.D.
HLTH 1981	CEHS 198/ MLAP 112	3	Standard	151.70	154.73	.5
HLTH 2121	HLTH 212	3	Standard	151.70	154.73	1
HLTH 2501	CEHS 202	4	Standard	202.27	206.32	.25
HLTH 2511	CEHS 204	3	Standard	151.70	154.73	.5
HLTH 2573	CEHS 201	3	Standard	151.70	154.73	.5
HLTH 2911	HLTH 291	3	Standard	151.70	154.73	.5
HLTH 2931	HLTH 293	3	Standard	151.70	154.73	1
HLTH 3101	HEAL 310	3	Dynamic	182.06	185.70	2.25
HLTH 3101	HEAL 310	3	Online	255.00	260.10	
HLTH 3611	HLTH 361	3	Dynamic	182.06	185.70	1
HLTH 3621	HLTH 362	3	Online	255.00	260.10	N/A
HLTH 3631	HLTH 363	3	Online	255.00	260.10	N/A
HLTH 4011	HEAL 402	3	Online	255.00	260.10	1.25
HLTH 4021	HEAL 401	3	Online	255.00	260.10	1.25
HUMN 3011	HUMN 301	3	Standard	150.72	153.73	1.5
HUMN 3011	HUMN 301	3	Print	150.71	153.72	1.5
HUMN 3981	HUMN 398	3	Standard	151.70	154.73	2
HUMN 3991	HUMN 399	3	Standard	151.70	154.73	T.B.D.
HUMS 1541	HUMS 154	3	Online	255.00	260.10	N/A
HUMS 1581	HUMS 158	3	Online	255.00	260.10	1.25
HUMS 1611	HUMS 161	3	Online	255.00	260.10	N/A
HUMS 1671	SSWP 215	6	Standard	303.40	309.47	T.B.D.
HUMS 1771	HUMS 177	3	Online	255.00	260.10	T.B.D.
LEAD 3511	LEAD 351	3	Standard	151.70	154.73	1
LEAD 4901	LEAD 490	3	Online	255.00	260.10	1
MATH 0101	MATH 010	0	Print	109.05	111.23	1
MATH 0401	MATH 014	0	Print	152.14	155.18	1
MATH 0523	MATH 024	0	Print	157.99	161.15	.75
MATH 0633	MATH 034	0	Print	176.49	180.02	.5
MATH 1001	MATH 100	3	Print	149.57	152.56	.75
MATH 1001	MATH 100	3	Standard	151.70	154.73	.75

**APPENDIX B – MARKED ASSIGNMENT FEE (MAF)
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<i>Course</i>	<i>Course (Historical)</i>	<i>Credits</i>	<i>Format</i>	<i>April 1 2012</i>	<i>April 1 2013</i>	<i>Final Project/Exam Marking Time / Hrs</i>
MATH 1071	MATH 127	3	Print	151.70	154.73	1
MATH 1071	MATH 127	3	Standard	151.70	154.73	1
MATH 1091	MATH 109	3	Print	151.70	154.73	1
MATH 1091	MATH 109	3	Standard	151.70	154.73	1
MATH 1101	MATH 150	3	Print	150.81	153.83	.5
MATH 1141	MATH 120	3	Print	150.78	153.80	1
MATH 1157	MATH 101	3	Print	150.68	153.69	1
MATH 1171	MATH 104	3	Print	150.68	153.69	1
MATH 1241	MATH 121	3	Print	150.71	153.72	1
MATH 1901	MATH 191	3	Online	255.00	260.10	1
MATH 2111	MATH 210	3	Print	150.66	153.67	.5
MATH 2121	MATH 230	3	Print	150.71	153.72	.5
MATH 2121	MATH 230	3	Standard	151.70	154.73	.5
MDLB 1211	MLAP 121	3	Standard	151.70	154.73	.25
MDLB 1221		3	Standard	151.70	154.73	.25
MDLB 1311	MLAP 131	3	Standard	151.70	154.73	.25
MDLB 1321		3	Standard	151.70	154.73	.25
MDLB 1511	MLAP 151	3	Standard	151.70	154.73	.25
MDLB 1521		3	Standard	151.70	154.73	.25
MDLB 1611	MLAP 161	3	Standard	151.70	154.73	.25
MNGT 1111	BUSM 111	3	Print	150.78	153.80	2
MNGT 1111	BUSM 111	3	Standard	151.70	154.73	2
MNGT 1211	BUSM 121	3	Standard	151.70	154.73	2
MNGT 1701	BUSM 100	3	Standard	151.70	154.73	2.5
MNGT 2131	BUSM 213	3	Print	151.26	154.29	2
NURS 2921	NURS 291	3	Standard	151.70	154.73	N/A
NURS 2941	NURS 293	3	Standard	151.70	154.73	N/A
NURS 3641	NURS 364	3	Standard	151.70	154.73	N/A
NURS 3651	NURS 365	5	Standard	252.84	257.89	N/A
PHIL 1011	PHIL 101	3	Print	148.26	151.23	.75
PHIL 1011	PHIL 101	3	Standard	151.70	154.73	.75
PHIL 1021	PHIL 102	3	Print	148.26	151.23	.75
PHIL 1021	PHIL 102	3	Standard	151.70	154.73	.75
PHYS 0501	PHYS 024	0	Print	150.63	153.65	.75
PHYS 0501	PHYS 024	0	Standard	151.70	154.73	.75
PHYS 0601	PHYS 034	0	Print	150.71	153.72	T.B.D.
PHYS 0601	PHYS 034	0	Standard	151.70	154.73	T.B.D.

**APPENDIX B – MARKED ASSIGNMENT FEE (MAF)
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<i>Course</i>	<i>Course (Historical)</i>	<i>Credits</i>	<i>Format</i>	<i>April 1 2012</i>	<i>April 1 2013</i>	<i>Final Project/Exam Marking Time / Hrs</i>
PHYS 1011		3	Online	255.00	260.10	
PHYS 1103	PHYS 110	3	Print	150.73	153.74	1.5
PHYS 1203	PHYS 111	3	Print	150.60	153.61	1.5
POLI 1111	POLI 200	3	Print	150.71	153.72	1
POLI 1111	POLI 200	3	Standard	151.70	154.73	1
POLI 3991	POLI 399	3	Standard	151.70	154.73	1.5
POLY 3011	ASHS 301	3	Standard	151.70	154.73	1
POLY 3021	ASHS 302	3	Standard	151.70	154.73	1
POLY 3031	ASHS 303	3	Standard	151.70	154.73	1
PSYC 1111	PSYC 101	3	Print	150.60	153.61	.75
PSYC 1111	PSYC 101	3	Standard	151.70	154.73	.75
PSYC 1111	PSYC 101	3	Online	255.00	260.10	.75
PSYC 1211	PSYC 102	3	Print	150.77	153.79	.5
PSYC 1211	PSYC 102	3	Standard	151.70	154.73	.5
PSYC 2101	PSYC 220	3	Print	150.78	153.80	.5
PSYC 2101	PSYC 220	3	Standard	151.70	154.73	.5
PSYC 2111	PSYC 210	3	Print	147.88	150.84	.75
PSYC 2111	PSYC 210	3	Standard	151.70	154.73	.75
PSYC 2131	PSYC 255	3	Print	150.71	153.72	.5
PSYC 2131	PSYC 255	3	Standard	151.70	154.73	.5
PSYC 2161	PSYC 245	3	Print	150.71	153.72	1
PSYC 2161	PSYC 245	3	Standard	151.70	154.73	1
PSYC 3151	PSYC 344	3	Print	150.77	153.79	.5
PSYC 3151	PSYC 344	3	Standard	151.70	154.73	.5
PSYC 3451	PSYC 345	3	Print	150.77	153.79	.5
PSYC 3451	PSYC 345	3	Standard	151.70	154.73	.5
PSYC 3461	PSYC 346	3	Print	150.71	153.72	.5
PSYC 3461	PSYC 346	3	Standard	151.70	154.73	.5
PSYC 3611	PSYC 361	3	Print	150.71	153.72	.75
PSYC 3621	PSYC 362	3	Print	150.71	153.72	.75
PSYC 3991	PSYC 399	3	Standard	151.70	154.73	1
RESP 1683	CEHS 214	3	Standard	151.70	154.73	.5
RESP 1691	CEHS 169	3	Standard	151.70	154.73	.5
RESP 2161	CEHS 216	3	Standard	151.70	154.73	.5
RSMT 3501		3	Online	255.00	260.10	T.B.D.
SOCI 1111	SOCI 101	3	Print	149.75	152.75	.75
SOCI 1111	SOCI 101	3	Standard	151.70	154.73	.75

**APPENDIX B – MARKED ASSIGNMENT FEE (MAF)
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<i>Course</i>	<i>Course (Historical)</i>	<i>Credits</i>	<i>Format</i>	<i>April 1 2012</i>	<i>April 1 2013</i>	<i>Final Project/Exam Marking Time / Hrs</i>
SOCI 1211	SOCI 102	3	Print	147.21	150.15	.75
SOCI 1211	SOCI 102	3	Standard	151.70	154.73	.75
SOCI 2501	SOCI 222	3	Print	150.71	153.72	1.5
SOCI 3991	SOCI 399	3	Standard	151.70	154.73	.75
SOCI 4221	SOCI 422	3	Print	147.21	150.15	1.5
SOCI 4301	SOCI 430	3	Print	145.28	148.19	1
SOCI 4311	SOCI 431	3	Print	147.08	150.02	1
SOCW 2061	SSWP 200	3	Print	158.64	161.81	.75
SOCW 2061	SSWP 200	3	Standard	151.70	154.73	.75
SOCW 2121	SSWP 212	3	Print	193.44	197.31	N/A
SOCW 2121	SSWP 212	3	Standard	151.70	154.73	N/A
SOCW 3551	SSWP 355	3	Print	161.38	164.61	.75
SOCW 3551	SSWP 355	3	Standard	151.70	154.73	.75
SPAN 1001	SPAN 100	3	Print	234.55	239.24	1.5
SPAN 1001	SPAN 100	3	Standard	151.70	154.73	1.5
SPAN 1011	SPAN 101	3	Print	263.88	269.16	1.5
SPAN 1011	SPAN 101	3	Standard	151.70	154.73	1.5
STAT 1201	STAT 102	3	Print	150.71	153.72	1
VISA 1101	FINA 110	3	Print	177.74	181.29	N/A
VISA 1111	FINA 104	3	Print	150.66	153.67	1
VISA 1111	FINA 104	3	Standard	151.70	154.73	1
VISA 1121	FINA 105	3	Print	150.66	153.67	1
VISA 1121	FINA 105	3	Standard	151.70	154.73	1
VISA 1201	FINA 120	3	Print	216.82	221.16	1
VISA 1301	FINA 130	3	Print	150.71	153.72	N/A
VISA 3991	FINA 399	3	Standard	151.70	154.73	1
WTTP 1171		1	Standard	50.57	51.58	.33
WTTP 1181		1	Standard	50.57	51.58	.33
WTTP 1191		1	Standard	50.57	51.58	.33
WTTP 1291		1	Standard	50.57	51.58	.33
WTTP 1301		1	Standard	50.57	51.58	.33
WTTP 1311		1	Standard	50.57	51.58	.33
WTTP 1701	WTTP 170	3	Standard	151.70	154.73	1
WTTP 1711	WTTP 171	3	Standard	151.70	154.73	1
WTTP 1721	WTTP 172	3	Standard	151.70	154.73	1
WTTP 1731	WTTP 173	3	Standard	151.70	154.73	1
WTTP 1801	WTTP 180	3	Standard	151.70	154.73	1

**APPENDIX B – MARKED ASSIGNMENT FEE (MAF)
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<i>Course</i>	<i>Course (Historical)</i>	<i>Credits</i>	<i>Format</i>	<i>April 1 2012</i>	<i>April 1 2013</i>	<i>Final Project/Exam Marking Time / Hrs</i>
WTTP 1821	WTTP 182	3	Standard	151.70	154.73	1
WTTP 1851	WTTP 185	3	Standard	151.70	154.73	1
WTTP 2051	WTTP 205	1	Standard	50.57	51.58	.33
WTTP 2061	WTTP 206	1	Standard	50.57	51.58	.33
WTTP 2071	WTTP 207	1	Standard	50.57	51.58	.33
WTTP 2131	WTTP 213	1	Standard	50.57	51.58	.33
WTTP 2141	WTTP 214	1	Standard	50.57	51.58	.33
WTTP 2151	WTTP 215	1	Standard	50.57	51.58	.33
WTTP 2171	WTTP 217	1	Standard	50.57	51.58	.33
WTTP 2181	WTTP 218	1	Standard	50.57	51.58	.33
WTTP 2191	WTTP 219	1	Standard	50.57	51.58	.33
WTTP 2291	WTTP 229	1	Standard	50.57	51.58	.33
WTTP 2301	WTTP 230	1	Standard	50.57	51.58	.33
WTTP 2311	WTTP 231	1	Standard	50.57	51.58	.33
WTTP 2331	WTTP 233	1	Standard	50.57	51.58	.33
WTTP 2341	WTTP 234	1	Standard	50.57	51.58	.33
WTTP 2351	WTTP 235	1	Standard	50.57	51.58	.33
WTTP 2701	WTTP 270	3	Standard	151.70	154.73	1
WTTP 2721	WTTP 272	3	Standard	151.70	154.73	1
WTTP 2801	WTTP 280	3	Standard	151.70	154.73	1

APPENDIX C

The following **OLFM**s have 100% TAP in a delivery method as of May 17, 2010.

<i>Course</i>	<i>Course (Historical)</i>	<i>Delivery</i>	<i>Surname</i>	<i>First</i>	<i>TAP</i>
ACCT1221	BUSM132	Print	O'Brien	John	100%
ACCT1221	BUSM132	Web	Whitmore	Keith	100%
BBUS2211	ADMN231	Print	Chan	David	100%
BBUS3031	ADMN460	Web	Lakes	Ron	100%
BBUS3121	ADMN336	Print	Marchant	Debora	100%
BBUS3121	ADMN336	Web	Marchant	Debora	100%
BBUS3221	ADMN351	Web	Wan	Edie	100%
BBUS3251	ADMN333	Web	Whitmore	Keith	100%
BBUS3331	ADMN315	Print	Power	Terry	100%
BBUS3451	ADMN345	Web	Hilde	Rosalie	100%
BBUS3471	ADMN347	Web	Vickers	Tracy	100%
BBUS3481	ADMN348	Web	Hilde	Rosalie	100%
BBUS3511	ADMN380	Web	Power	Terry	100%
BBUS3611	ADMN361	Dynamic	Pollock	Ann	100%
BBUS3621	ADMN362	Dynamic	Du Toit	Anton	100%
BBUS3631	ADMN363	Dynamic	Pollock	Ann	100%
BBUS3641	ADMN364	Dynamic	Bringeland	Dawne	100%
BBUS3651	ADMN365	Dynamic	Salopek	Mark	100%
BBUS3661	ADMN366	Dynamic	Wright	Marnie	100%
BBUS3671	ADMN367	Dynamic	Bringeland *	Dawne	100%
BBUS3811	ADMN222	Web	Wright	Marnie	100%
BBUS3841	ADMN325	Web	Temple	Trudy	100%
BBUS4201	ADMN402	Web	Anderson	Rob	100%
BBUS4211	ADMN461	Web	Whitmore	Keith	100%
BBUS4231	ADMN463	Web	Anderson	Rob	100%
BBUS4251	ADMN405	Web	Vedd	Rishma	100%
BBUS4431	ADMN403	Web	O'Connor	Susan	100%
BBUS4453	ADMN477	Dynamic	Salopek *	Mark	100%
BBUS4471	ADMN487	Web	Caldera	Juan	100%

<i>Course</i>	<i>Course (Historical)</i>	<i>Delivery</i>	<i>Surname</i>	<i>First</i>	<i>TAP</i>
BBUS4481	ADMN488	Web	O'Connor	Susan	100%
BBUS4661	ADMN466	Web	Temple	Trudy	100%
BBUS4681	ADMN468	Dynamic	Du Toit	Anton	100%
BBUS4701	ADMN470	Web	Salopek	Mark	100%
BBUS4833	ADMN483	Dynamic	Bringeland	Dawne	100%
BIOL0501	BISC023	Print	Williams *	June	100%
BIOL0501	BISC023	Web	Williams *	June	100%
BIOL0601	BISC030	Print	Williams *	June	100%
BIOL0601	BISC030	Web	Williams *	June	100%
BIOL1001	BISC100	Print	Williams *	June	100%
BIOL1001	BISC100	Web	Williams *	June	100%
BIOL1115	BISC125	Lab	Purdy	Susan	100%
BIOL1215	BISC126	Lab	Petersen	Christine	100%
BIOL2131	BISC220	Print	Sinclair	Donald	100%
BIOL2131	BISC220	Web	Sinclair	Donald	100%
BIOL2341	BISC210	Print	Sinclair	Donald	100%
BIOL2341	BISC210	Web	Sinclair	Donald	100%
BIOL3021	BISC350	Print	Taitt	Mary	100%
BIOL3021	BISC350	Web	Taitt	Mary	100%
BIOL3101	BISC360	Print	Taitt	Mary	100%
BIOL3101	BISC360	Web	Taitt	Mary	100%
BUEC2041	ECON350	Print	Mirza	Rocky	100%
BUEC2041	ECON350	Web	Mirza	Rocky	100%
BUEC3101	ECON310	Web	Mirza	Rocky	100%
CHEM0501	CHEM024	Print	Paski	Frances	100%
CHEM0501	CHEM024	Web	Paski	Frances	100%
CHEM2123	CHEM240	Print	Reed	Norman	100%
CHEM2223	CHEM241	Print	Reed	Norman	100%
CYMH5521	CYMH552	Dynamic	Stevens *	Bruce	100%
CYMH5531	CYMH553	Dynamic	Young	Tigerson	100%
ECON1951	ECON201	Web	Mirza	Rocky	100%
ENGL0401	ENGL010	Print	Alexander	Rosalyn	100%
ENGL0601	ENGL030	Print	Patterson	John	100%
ENGL0601	ENGL030	Web	Patterson	John	100%
ENGL0641	ENGL034	Print	Alexander	Rosalyn	100%
ENGL0661	ENGL036	Print	Alexander	Rosalyn	100%
ENGL1011	ENGL101	Print	Kanne	Kearnon	100%

<i>Course</i>	<i>Course (Historical)</i>	<i>Delivery</i>	<i>Surname</i>	<i>First</i>	<i>TAP</i>
ENGL1011	ENGL101	Web	Kanne	Kearnon	100%
ENGL1021	ENGL102	Print	Stanley	Don	100%
ENGL1031	ENGL103	Print	Stanley	Don	100%
ENGL1031	ENGL103	Web	Stanley	Don	100%
ENGL1061	ENGL106	Print	Smith	Maureen	100%
ENGL1061	ENGL106	Web	Smith	Maureen	100%
ENGL1071	ENGL107	Web	Smith	Maureen	100%
ENGL2111	ENGL220	Print	Kanne	Kearnon	100%
ENGL2211	ENGL221	Print	Stanley	Don	100%
ENGL4241	ENGL424	Print	Stanley	Don	100%
ENGL4241	ENGL424	Web	Stanley	Don	100%
ENGL4321	ENGL432	Print	Lundgren	Jodi	100%
ENGL4321	ENGL432	Web	Lundgren	Jodi	100%
ENGL4341	ENGL435	Print	Kirkley	Richard B	100%
ENGL4351	ENGL442	Print	Stanley	Don	100%
ENVS3991	ENST399	Web	Hebert	Percy	100%
FRST3073	FRST307	Web	Blanchard	Philip	100%
GEOG1191	GEOG230	Print	Edgell	Michael	100%
GEOG1191	GEOG230	Web	Edgell	Michael	100%
GEOG1221	GEOG110	Print	Edgell	Michael	100%
GEOG1221	GEOG110	Web	Edgell	Michael	100%
GEOG2221	GEOG200	Print	Edgell	Michael	100%
GEOG2221	GEOG200	Web	Edgell	Michael	100%
GEOG2231	GEOG270	Print	Edgell *	Michael	100%
GEOG2231	GEOG270	Web	Edgell *	Michael	100%
GEOG3991	GEOG399	Web	Sheehan	Linda	100%
GEOL1011	GEOL101	Print	Earle	Steven	100%
GEOL1111	GEOL120	Print	Earle	Steven	100%
GEOL1111	GEOL120	Web	Earle	Steven	100%
HIST1121	HIST120	Web	Purvey	Diane	100%
HIST1161	HIST241	Print	Salopek	Mark	100%
HIST1221	HIST121	Print	Wade *	Jill	100%
HIST1221	HIST121	Web	Wade *	Jill	100%
HIST2251	HIST225	Print	Wade *	Jill	100%
HIST2251	HIST225	Web	Wade *	Jill	100%
HLTH2121	HLTH212	Web	Jacklin	Virginia	100%
HLTH2931	HLTH293	Web	Hull	Melodie	100%

<i>Course</i>	<i>Course (Historical)</i>	<i>Delivery</i>	<i>Surname</i>	<i>First</i>	<i>TAP</i>
HLTH3101	HEAL310	Dynamic	Walsh	Eileen	100%
HLTH3501	HEAL350	Dynamic	Kruger *	Mary	100%
HLTH4011	HEAL402	Dynamic	Kruger *	Mary	100%
HLTH4021	HEAL401	Dynamic	Kruger *	Mary	100%
HUMN3011	HUMN301	Print	Butorac	Mark	100%
HUMN3011	HUMN301	Web	Butorac	Mark	100%
HUMN3981	HUMN398	Web	Mirza	Rocky	100%
HUMN3991	HUMN399	Web	Butorac	Mark	100%
MATH0101	MATH010	Print	Paski	Frances	100%
MATH1101	MATH150	Print	Morgan	Chris	100%
MATH1141	MATH120	Print	Abu-Bakare	Veda	100%
MATH1241	MATH121	Print	Abu-Bakare	Veda	100%
MATH2121	MATH230	Print	Morgan	Chris	100%
MDLB1611	MLAP161	Web	Bradbury	Paul	100%
MNGT1111	BUSM111	Print	Lakes	Ron	100%
MNGT1111	BUSM111	Web	Lakes	Ron	100%
MNGT1211	BUSM121	Web	Lakes	Ron	100%
MNGT2131	BUSM213	Print	Lakes	Ron	100%
NURS2941	NURS294	Web	Hull	Melodie	100%
PHIL1011	PHIL101	Print	Barnes	Allison	100%
PHYS0501	PHYS024	Print	Knox	Derek	100%
PHYS0501	PHYS024	Web	Knox	Derek	100%
PHYS0601	PHYS034	Print	Knox	Derek	100%
PHYS0601	PHYS034	Web	Knox	Derek	100%
PHYS1103	PHYS110	Print	Ziaei *	Mahmoud	100%
PHYS1105	PHYS115	Lab	Barrie	Kevin	100%
PHYS1203	PHYS111	Print	Ziaei *	Mahmoud	100%
PHYS1205	PHYS116	Lab	Barrie	Kevin	100%
POLI1111	POLI200	Print	Drislane *	Robert	100%
POLI1111	POLI200	Web	Drislane *	Robert	100%
POLI3991	POLI399	Web	Drislane *	Robert	100%
PSYC2101	PSYC220	Print	Marasigan	John	100%
PSYC2101	PSYC220	Web	Marasigan	John	100%
PSYC2161	PSYC245	Print	Lum	Ken	100%
PSYC3151	PSYC344	Print	Mills	Laurain	100%
PSYC3451	PSYC345	Print	Mills	Laurain	100%
PSYC3991	PSYC399	Web	Lum *	Ken	100%

<i>Course</i>	<i>Course (Historical)</i>	<i>Delivery</i>	<i>Surname</i>	<i>First</i>	<i>TAP</i>
SOCI1111	SOCI101	Print	Drislane *	Robert	100%
SOCI1111	SOCI101	Web	Drislane *	Robert	100%
SOCI1211	SOCI102	Print	Drislane *	Robert	100%
SOCI1211	SOCI102	Web	Drislane *	Robert	100%
SOCI2501	SOCI222	Print	Drislane *	Robert	100%
SOCI3991	SOCI399	Web	Drislane *	Robert	100%
SOCI4221	SOCI422	Print	Drislane *	Robert	100%
SOCI4301	SOCI430	Print	Drislane *	Robert	100%
SOCI4311	SOCI431	Print	Drislane *	Robert	100%
SOCW3551	SSWP355	Print	Nickel	Wayne	100%
SOCW3551	SSWP355	Web	Nickel	Wayne	100%
SPAN1001	SPAN100	Print	Carbonetti *	Maria	100%
SPAN1011	SPAN101	Print	Carbonetti *	Maria	100%
VISA1101	FINA110	Print	Lindfield	James	100%
VISA1111	FINA104	Print	Fletcher	Allan	100%
VISA1111	FINA104	Web	Fletcher	Allan	100%
VISA1121	FINA105	Print	Fletcher	Allan	100%
VISA1121	FINA105	Web	Fletcher	Allan	100%
VISA1201	FINA120	Print	Lindfield	James	100%
VISA1301	FINA130	Print	Lindfield	James	100%
VISA3991	FINA399	Web	Fletcher	Allan	100%
WTTP1731	WTTP173	Web	Meger	Arthur	100%
N/A	ENGL013	Print	Norris	Phyllis	100%
N/A	MATH026	Print	Richards *	Bryan	100%
N/A	CMPT118	Web	Barber *	John	100%
N/A	CMPT119	Web	O'Brien *	John	100%
N/A	HOME190	Print	Jacklin *	Virginia	100%
N/A	HOME199	In person	Jacklin *	Virginia	100%
N/A	PNAP100	Print	Jacklin *	Virginia	100%
* indicates OLFM is no longer delivering the course					

APPENDIX D

The following delivery methods have two (2) **OLFM**s as of May 17, 2010.

<i>Course</i>	<i>Course (Historical)</i>	<i>Delivery</i>	<i>Surname</i>	<i>First</i>	<i>TAP</i>
ANES4001	ANES420	Web	Game	Connie	50%
ANES4001	ANES420	Web	Patton	John	50%
ANES4011	ANES450	Web	Game	Connie	50%
ANES4011	ANES450	Web	Patton	John	50%
ANES4021	ANES421	Web	Game	Connie	50%
ANES4021	ANES421	Web	Patton	John	50%
BBUS2211	ADMN231	Web	Anderson	Rob	15%
BBUS2211	ADMN231	Web	Vedd	Rishma	85%
BBUS2541	ADMN233	Web	O'Brien	John	50%
BBUS2541	ADMN233	Web	Whitmore	Keith	50%
BBUS2721	ADMN320	Print	Beveridge	Alexander	50%
BBUS2721	ADMN320	Web	Beveridge	Alexander	50%
BBUS2721	ADMN320	Print	Lakes	Ron	50%
BBUS2721	ADMN320	Web	Lakes	Ron	50%
BBUS3201	ADMN331	Web	Vedd	Rishma	45%
BBUS3201	ADMN331	Web	Whitmore	Keith	55%
BBUS3211	ADMN341	Web	Vedd	Rishma	50%
BBUS3211	ADMN341	Web	Whitmore	Keith	50%
BBUS3431	ADMN250	Web	Loblaw	Doug	50%
BBUS3431	ADMN250	Web	O'Connor	Susan	50%
BBUS3931	ADMN390	Print	Beveridge	Anne	20%
BBUS3931	ADMN390	Web	Beveridge	Anne	20%
BBUS3931	ADMN390	Print	Power	Terry	80%
BBUS3931	ADMN390	Web	Power	Terry	80%
BBUS4135	ADMN413	Print	Beveridge	Alexander	10%
BBUS4135	ADMN413	Print	Lakes	Ron	90%
BBUS4411	ADMN491	Web	Hilde	Rosalie	50%
BBUS4411	ADMN491	Web	Vickers	Tracy	50%
BIOL1593	HLSC159	Web	Hebert	Percy	50%
BIOL1593	HLSC159	Web	Rittenhouse	David	50%
BIOL1693	HLSC169	Web	Hebert	Percy	50%

<i>Course</i>	<i>Course (Historical)</i>	<i>Delivery</i>	<i>Surname</i>	<i>First</i>	<i>TAP</i>
BIOL1693	HLSC169	Web	Rittenhouse	David	50%
BIOL3431	BISC399	Web	Ellis *	Shona	50%
BIOL3431	BISC399	Web	Mazari-Andersen	Alicia	50%
BIOL1113	BISC120	Print	Williams *	June	60%
BIOL1113	BISC120	Print	Taitt	Mary	40%
BIOL1113	BISC120	Web	Williams *	June	60%
BIOL1113	BISC120	Web	Taitt	Mary	40%
BIOL1213	BISC121	Print	Williams *	June	50%
BIOL1213	BISC121	Print	Taitt	Mary	50%
BIOL1213	BISC121	Web	Williams *	June	50%
BIOL1213	BISC121	Web	Taitt	Mary	50%
CYMH5511	CYMH551	Dynamic	Laliberte	Shari	50%
CYMH5511	CYMH551	Dynamic	Larson *	Grant	50%
CYMH5541	CYMH554	Web	Beck	Simon	50%
CYMH5541	CYMH554	Web	Young	Tigerson	50%
ECON1901	ECON200	Print	Jainarain	Iserdeo	45%
ECON1901	ECON200	Web	McGuire	Dennis	50%
ECON1901	ECON200	Print	Mirza	Rocky	55%
ECON1901	ECON200	Web	Mirza	Rocky	50%
ECON1951	ECON201	Print	Jainarain	Iserdeo *	50%
ECON1951	ECON201	Print	Mirza	Rocky	50%
ENGL0501	ENGL028	Print	Alexander	Rosalyn	50%
ENGL0501	ENGL028	Web	Alexander	Rosalyn	50%
ENGL0501	ENGL028	Print	Patterson	John	50%
ENGL0501	ENGL028	Web	Patterson	John	50%
ENGL1001	ENGL100	Print	Kanne	Kearnon	50%
ENGL1001	ENGL100	Web	Kanne	Kearnon	50%
ENGL1001	ENGL100	Print	Stanley	Don	50%
ENGL1001	ENGL100	Web	Stanley	Don	50%
ENGL1071	ENGL107	Print	Alexander	Rosalyn	50%
ENGL1071	ENGL107	Print	Holland	Diana	50%
FREN1001	FREN100	Print	Bruneau	Linda	50%
FREN1001	FREN100	Web	Bruneau	Linda	50%
FREN1001	FREN100	Print	Morin	Yolande	50%
FREN1001	FREN100	Web	Morin	Yolande	50%
FREN1011	FREN101	Print	Bruneau	Linda	50%
FREN1011	FREN101	Web	Bruneau	Linda	50%
FREN1011	FREN101	Print	Morin	Yolande	50%

<i>Course</i>	<i>Course (Historical)</i>	<i>Delivery</i>	<i>Surname</i>	<i>First</i>	<i>TAP</i>
FREN1011	FREN101	Web	Morin	Yolande	50%
HIST1121	HIST120	Print	Purvey *	Diane	45%
HIST1121	HIST120	Print	Wade *	Jill	55%
HIST3991	HIST399	Online	Butorac	Mark	50%
HIST3991	HIST399	Online	Kheraj *	Sean	50%
HLTH1981	CEHS198	Web	Fennell	Joanne	50%
HLTH1981	CEHS198	Web	Morrow	Sandra	50%
HLTH2511	CEHS204	Web	Mueller	Linda	50%
HLTH2511	CEHS204	Web	Sheets	David	50%
HLTH2573	CEHS201	Web	Noyes	Heather	50%
HLTH2573	CEHS201	Web	Sheets	David	50%
HUMS1091	SSWP109	Print	Lindfield *	Sheila	80%
HUMS1091	SSWP109	Print	Nickel *	Wayne	20%
HUMS1671	SSWP215	Print	Musicar	Elliott	50%
HUMS1671	SSWP215	Web	Musicar	Elliott	50%
HUMS1671	SSWP215	Print	Nickel	Wayne	50%
HUMS1671	SSWP215	Web	Nickel	Wayne	50%
LEAD3511	LEAD351	Web	Duguay	Richard	50%
LEAD3511	LEAD351	Web	Temple	Trudy	50%
MATH0401	MATH014	Print	Knox	Derek	44%
MATH0401	MATH014	Print	Rudolph	Gordon	56%
MATH0523	MATH024	Print	Knox	Derek	45%
MATH0523	MATH024	Print	Rudolph	Gordon	55%
MATH0633	MATH034	Print	Irving	Bruce	53%
MATH0633	MATH034	Print	Morgan	Chris	47%
MATH1001	MATH100	Print	Harris	Bernadette	50%
MATH1001	MATH100	Web	Harris	Bernadette	50%
MATH1001	MATH100	Print	Verner	Robert	50%
MATH1001	MATH100	Web	Verner	Robert	50%
MATH1091	MATH109	Print	Marchant	Debora	80%
MATH1091	MATH109	Print	O'Brien	John	20%
MATH1157	MATH101	Print	Abu-Bakare	Veda	50%
MATH1157	MATH101	Print	Harris	Bernadette	50%
MATH1171	MATH104	Print	Abu-Bakare	Veda	50%
MATH1171	MATH104	Print	Harris	Bernadette	50%
MDLB1121	MLAP112	Web	Fennell	Joanne	50%
MDLB1121	MLAP112	Web	Morrow	Sandra	50%
MDLB1211	MLAP121	Web	Fennell	Joanne	50%
MDLB1211	MLAP121	Web	Kushniruk	Shana	50%

<i>Course</i>	<i>Course (Historical)</i>	<i>Delivery</i>	<i>Surname</i>	<i>First</i>	<i>TAP</i>
MDLB1311	MLAP131	Web	Fennell	Joanne	50%
MDLB1311	MLAP131	Web	Kushniruk	Shana	50%
MDLB1511	MLAP151	Web	Kushniruk	Shana	50%
MDLB1511	MLAP151	Web	Rice	Sheila	50%
MNGT1701	BUSM100	Web	Loblaw	Doug	80%
MNGT1701	BUSM100	Web	Marchant	Debora	20%
NURS3641	NURS364	Web	Ford	Laura	50%
NURS3641	NURS364	Web	Morrow	Sandra	50%
PHIL1011	PHIL101	Web	Barnes	Allison	50%
PHIL1011	PHIL101	Web	Butorac	Mark	50%
PHIL1021	PHIL102	Print	Barnes	Allison	50%
PHIL1021	PHIL102	Web	Barnes	Allison	50%
PHIL1021	PHIL102	Print	Turner	Susan	50%
PHIL1021	PHIL102	Web	Turner	Susan	50%
POLY3011	ASHS301	Web	McLaughlin	Gary	50%
POLY3011	ASHS301	Web	Smith	Carol	50%
POLY3021	ASHS302	Web	McLaughlin	Gary	50%
POLY3021	ASHS302	Web	Smith	Carol	50%
POLY3031	ASHS303	Web	McLaughlin	Gary	50%
POLY3031	ASHS303	Web	Polischuk	Ron	50%
PSYC1211	PSYC102	Print	King	Mary Ann	50%
PSYC1211	PSYC102	Web	King	Mary Ann	50%
PSYC1211	PSYC102	Print	Lum	Ken	50%
PSYC1211	PSYC102	Web	Lum	Ken	50%
PSYC2111	PSYC210	Print	Lum	Ken	50%
PSYC2111	PSYC210	Web	Lum	Ken	50%
PSYC2111	PSYC210	Print	Marasigan	John	50%
PSYC2111	PSYC210	Web	Marasigan	John	50%
PSYC2131	PSYC255	Print	King	MaryAnn	50%
PSYC2131	PSYC255	Web	King	Mary Ann	50%
PSYC2131	PSYC255	Print	Mills	Laurain	50%
PSYC2131	PSYC255	Web	Mills	Laurain	50%
PSYC3611	PSYC361	Print	Lum	Ken	50%
PSYC3611	PSYC361	Print	Marasigan	John	50%
PSYC3621	PSYC362	Print	Lum	Ken	50%
PSYC3621	PSYC362	Print	Marasigan	John	50%
RESP1683	CEHS214	Web	Dorval	Thomas	50%
RESP1683	CEHS214	Web	Lempfers	Michael	50%
RESP1691	CEHS169	Web	Dorval	Thomas	50%

<i>Course</i>	<i>Course (Historical)</i>	<i>Delivery</i>	<i>Surname</i>	<i>First</i>	<i>TAP</i>
RESP1691	CEHS169	Web	Lempfers	Michael	50%
RESP2161	CEHS216	Web	Dorval	Thomas	50%
RESP2161	CEHS216	Web	Lempfers	Michael	50%
SCIE0101	SCIE010	Print	Whitmore *	Keith	50%
SCIE0101	SCIE010	Print	Williams *	June	50%
SOCW2061	SSWP200	Print	MacCourt	Penny	50%
SOCW2061	SSWP200	Print	Nickel	Wayne	50%
SOCW2121	SSWP212	Print	MacCourt	Penny	90%
SOCW2121	SSWP212	Web	MacCourt	Penny	90%
SOCW2121	SSWP212	Print	Nickel	Wayne	10%
SOCW2121	SSWP212	Web	Nickel	Wayne	10%
STAT1201	STAT102	Print	Agyekum	Eric	50%
STAT1201	STAT102	Print	Sharma	Aditya	50%
WTTP1701	WTTP170	Web	Fry (Jameson)	Scott	50%
WTTP1701	WTTP170	Web	Ricciuti	Dan	50%
WTTP1711	WTTP171	Web	Fry (Jameson)	Scott	50%
WTTP1711	WTTP171	Web	Thorburn	Brian	50%
WTTP1721	WTTP172	Web	Fortier *	Normand	50%
WTTP1721	WTTP172	Web	Paski	Frances	50%
WTTP1801	WTTP180	Web	Benoit	Steve	50%
WTTP1801	WTTP180	Web	Jontz	Douglas	50%
WTTP1821	WTTP182	Web	Benoit	Steve	50%
WTTP1821	WTTP182	Web	Medley	Doug	50%
WTTP1851	WTTP185	Web	Fry (Jameson)	Scott	50%
WTTP1851	WTTP185	Web	Thorburn	Brian	50%
WTTP2331	WTTP233	Web	Patni	Shemina	50%
WTTP2331	WTTP233	Web	Tucker	Amy	50%
WTTP2701	WTTP270	Web	Benoit	Steve	50%
WTTP2701	WTTP270	Web	Jontz	Doug	50%
WTTP2721	WTTP272	Web	Fry (Jameson)	Scott	50%
WTTP2721	WTTP272	Web	Thorburn	Brian	50%
WTTP2801	WTTP280	Web	Purdy	Susan	50%
WTTP2801	WTTP280	Web	Rippin	Robert	50%
N/A	ENGL009	Print	Norris	Phyllis	40%
N/A	ENGL009	Print	Wik *	Dale	60%
N/A	PNAP116	Print	Jacklin *	Virginia	50%
N/A	PNAP116	Print	Tippett *	Debbie	50%
N/A	CHEM110	Print	Beveridge *	Alexander	70%
N/A	CHEM111	Print	Beveridge *	Alexander	50%

<i>Course</i>	<i>Course (Historical)</i>	<i>Delivery</i>	<i>Surname</i>	<i>First</i>	<i>TAP</i>
N/A	CHEM110	Print	Reed *	Norman	30%
N/A	CHEM111	Print	Reed *	Norman	50%
N/A	WTTP183	Web	Baker *	Michael	50%
N/A	WTTP183	Web	Shand	Peter	50%
* indicates OLFM is no longer delivering the course					

LETTER OF UNDERSTANDING # 1
Between
THOMPSON RIVERS UNIVERSITY
(THE “University”)
And

THOMPSON RIVERS UNIVERSITY OPEN LEARNING FACULTY
ASSOCIATION
(“TRUOLFA”)

RE: MDLB 0521 Medical Laboratory Assistant Laboratory Workshop

This 5 day laboratory allows students to develop and demonstrate the skills learned in Medical Laboratory Assistant (MLA) theory courses, and to gain experience in performing venipuncture and laboratory procedures under the guidance of experienced MLAs or MLTs.

There has to be low OLFM student ratio for this laboratory/workshop.

To ensure there are always OLFMs available, TRU-OL will initially hire 5 laboratory OLFMs in Kamloops and 4 in Nanaimo.

Each OLFM will be given the opportunity to take on the preparation and assessments for the labs on a rotating basis.

If one OLFM resigns or retires, the employer may hire a replacement to ensure coverage.

LETTER OF UNDERSTANDING # 2
Letter of Understanding

Between

Thompson Rivers University

and

The Thompson Rivers University Open Learning Faculty Association

Re: Use of Technology Equipment and Services for University Business

The University shall provide all OLFMs (OLFMs) with reimbursement for the use of an employee-owned computer, software, voice services, equipment and reasonable training that are required to perform their duties as OLFMs in accordance with the following:

1. The University agrees to reimburse OLFMs (OLFMs) at a rate of \$12.00 per bi-weekly pay period for the use of his/her own computer. The rate will be reviewed by both parties on October 1 of each year.
2. OLFMs will ensure that their computers meet the specifications of the University, including the use of firewalls and virus protection. The University will not be responsible for providing hardware or technical support for employee-provided equipment; however, the University will be responsible for servicing any TRU equipment that is connected to an employee-owned computer.
3. The University will provide TRU's current standard suite of software.
4. OLFMs shall use the University-provided voice over IP technology (VOIP) for reasons of compatibility with corporate services, unless geographically unavailable. The University will provide all regular OLFMs a VOIP phone set.
5. The University agrees to reimburse OLFMs at a rate of \$23.21 per bi-weekly pay period for the use of his/her internet service. The rate will be reviewed by both parties on October first each year.
6. University-provided technology equipment that does not function properly will be returned to the University at University expense.
7. The University will compensate the OLFM at the per hour Meeting Rate as per Appendix A when the OLFM is required to attend to technology equipment installation, set-up, maintenance, updating, return of equipment, and replacement, carried out at the University's request at the OLFM's home. Clear instructions shall be provided by the University. Should there be a need to exceed one hour for any of the above activities the OLFM must seek the employer's approval in advance so any additional time will be paid by TRU.

8. If the OLFM goes on leave the University may require the return of the University-provided technology equipment for the period of the leave and cease payments for Internet service. Upon termination, University supplied technology equipment must be returned to the University within one week. All files must be deleted or returned as directed by the University in accordance with Freedom of Information and Protection of Privacy legislation.
9. Any OLFM who at the date of ratification of this agreement is using a University-provided computer will not be required to provide their own computer until the expiry of the lease on their current computer.

LETTER OF UNDERSTANDING # 3

Between

Thompson Rivers University And

Thompson Rivers University Open Learning Faculty Association

Re: Payment for the use of electronic technology

Effective April 1 of each year, the University will provide a fund to compensate OLFMs for new work related to email and the OLFM Portal (student records). The fund amount as of April 1, 2012 will be \$30,957.19 and as of April 1, 2013 will be \$31,576.33. These amounts include the negotiated wage increases.

TRUOLFA will determine the appropriate method of dividing this fund among the OLFMs by December 1 of each year.

LETTER OF UNDERSTANDING # 4

Between

Thompson Rivers University

(the “University”)

And

Thompson Rivers University Open Learning Faculty Association

(the “Faculty Association”)

Re: Incarcerated Students

WHEREAS, the parties recognize that Thompson Rivers University Open Learning is committed to open education wherever possible and dedicated to providing education to all learners;

AND WHEREAS, the parties acknowledge that incarcerated students should not be denied access to education;

AND WHEREAS the parties agree that the University will make reasonable efforts to protect OLFMs’ addresses and personal information from incarcerated students and that incarcerated students will be registered in print-based courses only;

THEREFORE, the parties agree as follows:

1. Where an incarcerated student registers for a course and the OLFM who delivers the course and who is eligible for that TAP is unwilling to deliver the course to an incarcerated student, an opportunity to deliver education to the student will be offered to other OLFMs in the following order:
 - a. OLFMs delivering the same print-based course. If there is only one other OLFM delivering the print-based course and that member wishes to deliver education to the student, he/she will be awarded the opportunity to deliver education to the student. If more than one OLFM delivering the print-based course wishes to deliver education to the student, the most senior (actual service) OLFM will be awarded an opportunity to deliver education to the student.
 - b. OLFMs delivering the course in another delivery method or modality. If there is one OLFM delivering the course in another delivery method or modality and that member wishes to deliver education to the student, she/he will be awarded the opportunity to deliver education to the student. If more than one OLFM delivering the course in another delivery method or modality wishes to deliver education to the student, the most senior (actual service) OLFM will be awarded an opportunity to deliver education to the student.
 - c. Other qualified OLFMs. If there is one qualified OLFM who wishes to deliver the course to the incarcerated student, that OLFM will be awarded the opportunity to deliver education to the student. If more than one

qualified OLFM wishes to deliver the course to the incarcerated student, the most senior (actual service) qualified OLFM will be awarded an opportunity to deliver education to the student.

2. The regular job posting provisions and selection procedures in the Collective Agreement (Article 6.2 and Article 6.3) will not apply to the type of situation for which this LOU was developed. Instead, the individuals noted above being considered for delivering the course to the incarcerated student will be contacted by the Director of Program Delivery or designate to determine if they are willing to deliver the course to the student. If no reply is received from the OLFM within **five business days**, the OLFM will be deemed to have responded as not willing to deliver the course to the incarcerated student.
 - a. Any decision about whether an OLFM is qualified to deliver the course to the incarcerated student will be made by the Director of Program Delivery or designate.
 - b. The Faculty Association will be notified if an OLFM other than an OLFM who delivers the print-based course is chosen to deliver the course to the incarcerated student.
 - c. Any OLFM who is contacted and indicates an interest in delivering the course to the incarcerated student and who either was not qualified or was not selected due to interest from another qualified more senior (actual service) OLFM shall be notified electronically of the decision (with copy to the Faculty Association).
3. The University will ensure that substitutes are notified of the presence of any incarcerated student in a course for which they are substituting and the intended substitute may decline the opportunity to deliver education to the incarcerated student.
4. If no current qualified OLFM is willing to deliver the course to the incarcerated student, the University will use the following provisions in this order: (a) Temporary Employees Article 1.7 6) b); (b) Contracting Out Article 3.2 to find an individual willing to deliver education to an incarcerated student. If the above process is unsuccessful in finding an individual to deliver education to the incarcerated student within 30 days, the entire process including 4 (a) and 4 (b) will be repeated until a willing individual is appointed. Persons hired under provisions 4(a) and 4(b) are not eligible to be regularized.
5. Where the University is aware that a student is incarcerated the provisions of this LOU will apply. The parties acknowledge that there may be circumstances where the University is not aware that a student is incarcerated.

LETTER OF UNDERSTANDING # 5

Between

**THOMPSON RIVERS UNIVERSITY
(the “University”)**

And

**Thompson Rivers University Open Learning Faculty Association
 (“TRUOLFA”)**

RE: Course Revision Committee

Whereas, in collective bargaining, TRUOLFA has made a proposal to the University, concerning the revision of Online courses;

And whereas TRUOLFA and the University are committed to discussing matters of course revision in a fair and equitable context;

Therefore the parties agree as follows:

1. Commencing upon ratification of the collective agreement, representatives of the parties will meet to discuss matters relating to the process by which Open Learning reviews its courses.
2. In these meetings the parties will consider in good faith issues with a view to recommending ways of improving the course revision process.
3. The parties will meet regularly until all items of concern have been identified and recommendations forwarded to the employer for its consideration, or either party, acting in good faith, provides notice in writing to the other that it considers that there is no reasonable chance of there being progress between the parties.
4. Online Senior OLFMs will be members of the committee as part of their Senior OLFM duties.

LETTER OF UNDERSTANDING # 6

Between

**THOMPSON RIVERS UNIVERSITY
(THE “University”)**

And

**THOMPSON RIVERS UNIVERSITY OPEN LEARNING FACULTY
ASSOCIATION (formerly British Columbia Open University Faculty Association)
 (“TRUOLFA”)**

Re: Payment of Per Student Fee (Base Pay) and Technology Fee

To simplify the administration of OLFM pay, the Parties agree to combine the Per Student Fee and Technology Fee into one payment.

This administrative simplification in no way impacts the intent, interpretation or application of the two separate fees.

LETTER OF UNDERSTANDING # 7

Between

**THOMPSON RIVERS UNIVERSITY
(the “University”)**

And

**Thompson Rivers University Open Learning Faculty Association
 (“TRUOLFA”)**

RE: Laboratory Course Review

The Parties agree to create a Committee to review laboratory courses offered through Open Learning. The Committee will review the appropriateness of the payment made to OLFMs teaching laboratory courses.

The Committee will report its recommendations to the Parties no later than six (6) months prior to the expiry of the Collective Agreement.

The Committee will include an OLFM from each discipline which currently teaches an Open Learning Laboratory course, as well as representatives appointed by the Employer.

LETTER OF UNDERSTANDING # 8

Between
THOMPSON RIVERS UNIVERSITY
(the “University”)
And
THOMPSON RIVERS UNIVERSITY OPEN LEARNING FACULTY
ASSOCIATION (formerly British Columbia Open University Faculty Association)
(“TRUOLFA”)

Re: Pay Administration

Whereas, in collective bargaining, the University has made a number of proposals to TRUOLFA and TRUOLFA has made a number of proposal to the University, with regard to pay administration, specifically as set out in the parties’ respective packages;

And whereas TRUOLFA agrees to negotiate matters of pay administration in a fair and equitable context for each of its members;

Therefore the parties agree as follows:

1. Commencing upon ratification of the collective agreement, representatives of the parties will meet to discuss the matters relating to the simplification of the manner in which OLFMs are compensated for the services they provide to the University.
2. In these meetings the parties will consider in good faith attendant issues of pay administration with a view to modifying the Collective Agreement between the University and TRUOLFA regarding pay administration.
3. The parties will meet regularly until all items of concern have been addressed to their mutual satisfaction or either party, acting in good faith, provides notice in writing to the other that it considers that there is no reasonable chance of there being progress between the parties.
4. Up to two Union representatives involved in this process will be reimbursed for their time spent at meetings called by the Employer, at the committee rate (as outlined in Appendix A) and will be reimbursed for expenses where applicable (as per TRU Policy ADM 19-0 Expenses: Travel).

LETTER OF UNDERSTANDING #9

BETWEEN

THOMPSON RIVERS UNIVERSITY (THE “UNIVERSITY”)

AND

**THE THOMPSON RIVERS UNIVERSITY OPEN LEARNING FACULTY
ASSOCIATION**

RE: Cohort of an Online Modality Course with fewer than five (5) students

When the five (5) student minimum in Article 8.2 6) c) is not reached for a cohort of an Online Modality course, the University may choose to run the cohort with fewer than five (5) students. When the University chooses to run a cohort of an Online Modality course with fewer than five (5) students, the following will apply:

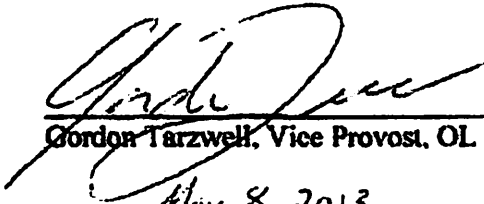
1. The University will consult with the OLFM scheduled to deliver the cohort as to whether the cohort could be successfully delivered with fewer than five (5) students.
2. The OLFM scheduled to deliver the cohort may decline to deliver the cohort without any repercussions.
3. If the OLFM scheduled to deliver the cohort declines the cohort, the next OLFM scheduled to deliver the course will be offered the opportunity until all those assigned TAP in the course have been given the opportunity to deliver the cohort at which point the University can appoint another OLFM on a temporary basis to deliver the cohort.
4. The OLFM who delivers the cohort will be paid as follows:
 - a. The University will pay for any students who register in the course in the usual manner (Base pay, Marked Assignment Fee and exam/project marking for the marks entered in the OLFM portal).
 - b. The University will pay for any shortfall in the student numbers [four (4) minus the number of registered students] as if each missing student had registered in the course and successfully completed all parts of the course including the exam/project.
5. Cohorts delivered with fewer than five (5) students will not be included in TAP calculations.

SIGNATURE PAGE

IN WITNESS WHEREOF the parties hereto, by the authorized representatives, have affixed their signatures:

Signed on behalf of the Board:


Signed on behalf of the Union:



Gordon Tarzwell, Vice Provost, OL

May 8, 2013


Date



John O'Brien, President and Chief Bargainer

MAY 8 2013

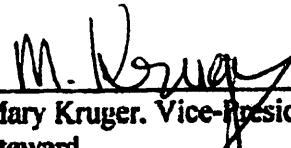
Date



Denis Powers
Associate Vice President, Human
Resources and Planning

May 8, 2013

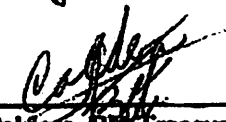
Date



Mary Kruger, Vice-President and Chief
Steward

May 8, 2013

Date



Juan Caldera, Treasurer and Bargaining
Team Member

May 8, 2013

Date

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