

MEMORANDUM OF AGREEMENT

LOCAL AGREEMENT

between

The Board of Governors of College of the Rockies

and

The College of the Rockies Faculty Association

**For the term of
April 1, 2007 to March 31, 2010**

NEW Letter of Understanding

RE: Interpretation of Article 5.2.2.1 of the Local Faculty Agreement vis a vis Article 6.6 of that same Agreement

The parties agree to interpret Article 5.2.2.1 of the Local faculty Agreement to mean that a Regular Part-time employee's workload can be averaged over a full duty year (a calendar year). The effect of this interpretation is that Article 6.6.1 enables a Regular part-time employee to exercise her/his right of first refusal to work above 100% over a short-term period as long as the employee's total workload over the calendar year is at or less than 100%.

Some examples where this would apply are:

- An 80% Career Tech/U.S. Instructor can work 120% in the winter semester and 80% in the fall semester to have a 100% load for the calendar year.
- A 90% Vocational Instructor can work an additional 20% in a week as a replacement as long as the total worked for her/him during the year didn't exceed 100%.

Three important points concerning this interpretation should be clarified:

1. The Regular Part-time Instructor has the right of first refusal to the additional work (subject to the conditions of Article 6.6.1) but s/he can't be required to do it.
2. The Regular Part-time Instructor does not have the right to take only the amount of the work to get to 100% (in the short term) and refuse to take the balance of the work, unless the Dean/Manager determines that the work can be split without a detrimental effect on students. Using the examples above, it would likely be fine for the Career Tech/U.S. Instructor to take one of the courses to get to 100% and then not take the other one – as the work easily divides into sections. The Vocational Instructor would likely not be able to take only half of an extra day's work, however, as it would likely be determined that one replacement Instructor for a whole day is better than two replacement Instructors for one-half day each.
3. The Regular Part-time Instructor's schedule should be such that s/he can do the additional workload. There is no onus on the College to amend course or program schedules to facilitate the request of a Regular Part-time Instructor for additional work.

It should also be noted that since there are no workload averaging provisions for Non-Regular faculty, such faculty do not have a right of first refusal to a workload beyond 100% at any time.

Letter of Understanding re: Committee on Student Complaints

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

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

Role of Committee

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

Recommendations

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

Timeframes

The committee shall be established and commence its deliberations within 30 days of the start of the September 2007 semester. The committee shall complete its tasks by no later than November 30, 2007.

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

1. Definition:

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

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

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

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

2 (a) REGULAR SESSIONAL EMPLOYEES

<u>Name</u>	<u>Effective Date</u>
Boehmer, Ruth	<i>8 months commencing October, 2004</i>
Hampton, Don	<i>8 months commencing October, 2004</i>

3. (a) Right of First Refusal

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

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

(b) Conversion to Regular Sessional

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

(c) Conversion to Regular Full-time

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

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

4. Vacation Leave:

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

5. Group Health/Dental Benefits:

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

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

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

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

Applicable conditions of the current Collective Agreement apply.

8. Seniority

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

Letter of Understanding Common Faculty Professional Development Fund February 2006 Pilot Process for Fund Allocation

Introduction

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

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

Pilot

The parties agree to pilot the following process, as outlined in this document, for the allocation of the Common Faculty PD Fund. The success of the pilot will be assessed by the parties and the process will be modified if necessary by March 31st, 2008.

Eligibility

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

Limitations

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

Process for Application and Approval

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

The Faculty Development Committee will evaluate each application as per the candidate selection criteria below. The Committee will meet with the Senior Instructional Officer (SIO) and present her/him with its analysis and recommendations. All applications for funding will be

ranked by the Committee for consideration by the SIO. The SIO will consider all recommendations of the Committee and be responsible for the final approval of applications.

Candidate Selection

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

Fund Management

1. Common Faculty PD funds may be used only at a time mutually agreed upon by the College and the employee.
2. Deadline for submission of applications to the Faculty Development Committee shall be April 15th of each fiscal year beginning with fiscal year 2006-07. The Committee will

review all applications and will meet with the Senior Instructional Officer not later than May 15th to make recommendations. The Senior Instructional Officer shall make final approval of applications not later than May 31st. These deadlines may be extended or modified by mutual agreement of the parties.

3. The College agrees to commit all monies in the Fund for each fiscal year within that fiscal year – where there are sufficient applications, that, if approved, the Fund will be fully allocated.
4. In the event that funds available during any given fiscal year have not been fully committed, the parties may agree to engage in an additional process(es) within that fiscal year to allot the remaining funds. Any monies in the Fund not spent at the end of one fiscal year shall be carried forward to the following fiscal year.
5. The College will allocate funds from future fiscal years only where it is recommended by the Faculty Development Committee to do so, and where it is in the best interest of the College, as determined by the SIO.
6. There will be a one time only process with a deadline for submission of applications by March 15, 2006 for the awarding of the Common Faculty Development funds for the fiscal year 2005-2006. The Committee will review all applications and meet with the Senior Instructional Officer to make recommendations no later than March 30, 2006 and the Senior Instructional Officer will make final approval of applications no later than March 31, 2006.
7. At the time of the initial call for applications, the parties will seek input from their constituent groups as to the appropriateness of the limitations on the use of the fund. Should the parties agree that modifications should be made, such modifications will be completed prior to the second call for applications.

3.1.1 Maintenance of Membership

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

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

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

New Letter of Understanding

RE: Interpretation of Article 13.1.9 of the Local Faculty Agreement

The parties have a mutual concern that there is a relative inequity of severance pay for Regular Part-time employees. The current interpretation of Article 13.1.9 has the result that the amount of severance pay a Regular Part-time employee is eligible for varies from year to year based on their workload percentage at the time of layoff. The parties have agreed to interpret Article 13.1.9 as follows so that there is an averaging affect applied to severance pay for Regular part-time employees:

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

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

The parties agree to retain the following Letters of Understanding

Letter of Understanding	Page
Early Retirement Incentive Program	Page 54
Deferred Salary Leave Program	Page 56
University Studies and Career Technical Pilot Project Preparation Hours per Week	Page 57
Distributed Learning	Page 58
Flexible Configurations of Work	Page 59
Courses Offered Through Institutes or Community Development	Page 61
Role of Contract Employees	Page 62
Second Functional Areas	Page 63
Evaluation and Performance Review Criteria	Page 65
Establishment of the Post Normal Retirement Date (PNRD) Auxiliary Category of Employment	Page 67
Department Heads	Page 69

6.6.2.3

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

2.2.4 Term Employee

An employee hired to temporarily replace a Regular employee at fifty percent (50%) up to one hundred percent (100%) of a full-time equivalent workload for a minimum of three months, or an employee hired to fill a non-recurring position with a minimum of sixty percent (60%) workload up to one hundred percent (100%) of a full-time equivalent workload for a minimum of three consecutive months to a maximum of ten consecutive months. **An employee hired on a term basis in the Licensed Practical Nursing Program meeting the above requirements may be hired to a maximum of fifteen (15) to eighteen (18) consecutive months, depending on program length.** A term employee will have a specific term of employment with a start and end date.

New Article 7.4.2 – Re-evaluation of Placement on Regularization

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

3.1 Association Membership

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

Employee Functional Areas

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

Article 7.2.1 Salary Schedule for Auxiliary Faculty

Effective April 1, 2007

STEP HOUR (BASE) + 4% Vacation Pay + 4% Benefits Pay = HOUR (TOTAL)

10	\$28.55	1.14	1.14	\$30.83
9	\$29.88	1.20	1.20	\$32.28
9+	\$30.80	1.23	1.23	\$33.26

Effective April 1, 2008

10	\$29.15	1.17	1.17	\$31.49
9	\$30.51	1.22	1.22	\$32.95
9+	\$31.45	1.26	1.26	\$33.97

Effective April 1, 2009

10	\$29.76	1.19	1.19	\$32.14
9	\$31.15	1.25	1.25	\$33.65
9+	\$32.11	1.28	1.28	\$34.67

All items already greensheeted between the parties at the Sectoral Table.

All items already greensheeted between the Parties at the Local Table.

Roll over of all other items in the current agreements.

The undersigned parties agree to recommend this Memorandum of Agreement to their respective principals.

Signed by the Parties at Cranbrook, British Columbia, on the ^{27th of} February ~~20~~, 2007.

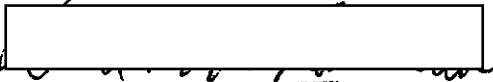
For the College:

For the Union:



Denis Kielly

Velma McKay



Doug McLachlan

Kathy Bohell