

OFFER OF SETTLEMENT
between
College of the Rockies
(hereinafter called "the Employer")
And
COLLEGE OF THE ROCKIES FACULTY ASSOCIATION

Dated: June 23, 2020

Introduction

The following package of items is to be considered an Offer for Settlement ("the Offer") submitted by the Employer to the Union for the renewal of the 2014-2019 Collective Agreement.

The Offer is presented in a package format. Any issue not included in the Offer from the original list of proposals submitted by either the Employer or the Union is deemed to be withdrawn. Where the Offer is not accepted as a whole, the Offer is withdrawn completely. Any issues left out of the Offer return to active bargaining status if this Offer is rejected. Any issues previously tentatively agreed to will retain that same status if this Offer is rejected.

The Offer is advanced on a without prejudice basis to conclude the renewal of a Collective Agreement.

Should this Offer be accepted as presented, the date of ratification will be the date the parties, including the PSEA Board of Directors, conclude the ratification of their 2019-2022 Collective Agreement

This Offer is valid until Friday, June 26, 2020.

Memorandum of Settlement

between

COLLEGE OF THE ROCKIES

(referred to as "the Employer")

and

COLLEGE OF THE ROCKIES FACULTY ASSOCIATION

(referred to as "the Union")

"Errors and omissions Excepted"

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

AND

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

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 1, 2019 AND EXPIRING MARCH 31, 2022 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2014-2019 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreements shall be for 36 months from April 1, 2019 to March 31, 2022 both dates inclusive.

3. Effective Dates

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

4. SCHEDULE "A"

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

5. SCHEDULE "B"

The Employer and the Union also agreed to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "B".

6. SCHEDULE "C"

The Employer and the Union also agreed to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "C".

7. SCHEDULE "D"

The Employer and the Union also agree to the terms of the agreements reached at the Faculty Template Table attached to this Memorandum of Agreement as Schedule "D".

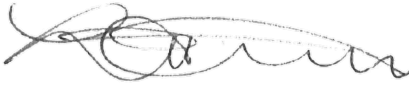
8. Ratification


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


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

Signed this ____ day of _____, 2020.


BARGAINING REPRESENTATIVES
FOR THE EMPLOYER:

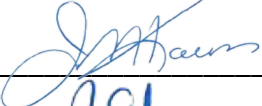





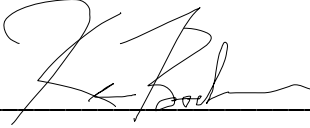



BARGAINING REPRESENTATIVES
FOR THE UNION:











SCHEDULE A

1. Article 1.1

This Agreement shall be for the period commencing ~~2014~~ 2019 April 01, and terminating ~~2019~~ **2022** March 31.

2. Article 2.2.4 – Term Employee

The Parties agree to the following revision to the collective agreement, to be effective July 1, 2020:

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.

3. Bargaining Unit Exclusion - Chair, Academic Innovation and Applied Research

2.2.6 Exempt Employees

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

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 and Learning Support Coordinator, Instructional Designer, Literacy Capacity Coordinator, ~~Chair, Academic Innovation and Applied Research~~, Department Heads, and Educational Advisors employed by the College except those specifically excluded from the bargaining unit as per clause 2.2.6.

LOU 12 – Department Heads Compensation

The College of the Rockies (the College) and the College of the Rockies Faculty Association (CORFA) agree that the following provision will apply to department heads ~~and to the Chair, Academic Innovation and Applied Research~~ for the term of this collective agreement.

As Department Head or Chair, Academic Innovation and Applied Research, a faculty member will receive an annual stipend spread over 12 months of: ...

4. Article 3.1 Association Membership

The College recognizes the Association as the exclusive bargaining agent for all Instructors, Librarians, Counsellors, ~~Aboriginal~~ **Indigenous** Education Coordinator, Coordinator Learning Resources, Learning Specialist, ~~Disability and Learning Support~~ **Accessibility Services** Coordinator, ~~Instructional~~ **Curriculum** Designer, **Instructional Specialist**, Literacy Capacity Coordinator, ~~Chair, Academic Innovation and Applied Research~~, Department Heads, and Educational Advisors employed by the College except those specifically excluded from the bargaining unit as per clause 2.2.6.

5. Article 6.1.2.3 - Emergency Hire Situation

6.2.1.3.1 An emergency hire situation arises when there is an unanticipated absence of an employee, the time available to secure the services of a qualified employee is less than ~~twenty one (21)~~ **twenty five (25) working** days, and there is no other employee with a right of first refusal to the work.

6. Article 7.6 - Instructor Diploma or Equivalent

7.6.2 If not already completed on hire, regular instructors shall complete the BC Provincial Instructor Diploma Program or have demonstrated its equivalence within three years after the date of appointment. **Extensions may be granted by the appropriate Dean, provided there has been evidence of regular progress toward completion.** To ensure each employee is aware of this requirement, a copy of Article 7.6 will be included with each new employee's letter of hire.

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

7. Article 9.5 - Sick Leave

9.5.3 Absences for sickness in excess of five (5) days in the same **thirty (30) day period** ~~month~~ will require validation by a physician.

9.5.4 An illness or injury suffered during a vacation or leave which results in confinement under a physician's care for a period of five (5) days or more in the same **thirty (30) day period** ~~month~~ is claimable against sick leave entitlement. Such illness/injury will require validation by a physician. In such

circumstances the employee's vacation or leave may be extended for the period of the confinement on the approval of the President or his/her delegate.

8. *As the result of agreement reached at the FPSE Template Table, the Parties agree to the following housekeeping change:*

9.10 Vision Care (Optical Plan)

9.10.1.1 The Vision Care (Optical Plan) shall provide for **six hundred and fifty dollars (650)** \$500 (~~five hundred dollars~~) per family member every two (2) calendar years. The College shall pay one hundred percent (100%) of the premium cost, except as per 9.1.4.1. Eligible family members include a spouse and unmarried dependent children as defined in the policy with the benefit carrier.

9. Article 13.1.4 – Association Recommendations

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

The ~~Board member and the~~ College President will ensure that the recommendations referred to in this article will be fully considered prior to the serving of notice(s) of layoff per Article 13.1.8.

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

10. Article 21.3 - Grievance Procedure

~~21.3~~ _____ *moved*

~~21.4.3~~ **3** Steps

~~21.4.3.1~~ Informal Step:

~~21.4.3.1.1~~ An employee, or the Association on behalf of an employee or group of employees, may, within twenty (20) working days of an incident giving rise to a

grievance, or of the time when the employee or Association could reasonably have been expected to become aware of the incident, whichever is later, bring the matter to the attention of his/her immediate supervisor.

- 21.4.3.1.2 No later than ten (10) working days following the notice given pursuant to clause 21.4.1.1, the supervisor will notify the Association of the grievance; will advise the employee that he or she has the right to be accompanied by a representative of the Association at any discussion of the grievance; and will meet with the affected employee and with, where requested by the employee, a representative of the Association.

Every reasonable effort will be made to resolve the matter at this stage of the grievance process. Any recommendations by the supervisor to resolve the matter are subject to review and approval by the **Executive** Director, of Human Resources and the Association.

Any interpretations of the collective agreement on behalf of the College must be confirmed by the **Executive** Director of Human Resources.

- 21.4.3.2 Step 1:

- 21.4.3.2.1 Failing a satisfactory settlement at the informal step, the Association may submit the grievance in writing to the employee's immediate excluded supervisor, **copied to Human Resources**, within ten (10) working days of the time the Association could reasonably have become aware of the outcome of the informal step.

Within ten (10) working days of receipt of the written grievance, the excluded supervisor will meet with the Association representative and the affected employee (in the case of a group grievance up to two (2) affected employees), and will provide the Association with a written response to the grievance along with any supporting documentation within a further ~~five (5)~~ **ten (10)** working days.

- 21.4.3.3 Step 2:

- 21.4.3.3.1 Failing a satisfactory settlement at Step 1 the Association may, within **ten (10)** ~~five (5)~~ working days of the date of the written response in Step 1, or in case of a policy grievance, commence Step 2 by forwarding a copy of the written grievance along with any other relevant information to the ~~College President~~ **Executive Director Human Resources** or designate.

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

If the written response is not to the satisfaction of the Association, then the grievance may be advanced to ~~arbitration~~ **Step 3**. ~~Notice of Intent to advance to arbitration will be in writing to the College President or designate within twenty-two (22) working days of the date of the written response from the College President or designate.~~

21.3.4 Step 3

Failing a satisfactory settlement at Step 2 the Association may advance the grievance to arbitration. Notice of Intent to advance to arbitration will be in writing to the **Executive Director Human Resources within twenty-two (22) (20) working days of the date of the meeting with the Executive Director Human Resources.** Subject to 21.6, a grievance not advanced within this timeframe will be deemed abandoned.

21.5 4 Arbitration

Where the matter is advanced to arbitration, the parties will meet to select a mutually acceptable arbitrator. In the event that mutual agreement cannot be reached, either party may, upon ~~ten (10) five (5)~~ working days written notice to the other party, request the Minister of Labour of the Province of British Columbia to appoint an arbitrator.

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

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

21.5 Settlement Discussion

- i. Prior to a grievance being heard at arbitration, either party may request in writing a meeting with the College President to review the issues in grievance.**
- ii. Where the parties agree to hold such a meeting, it shall be held within twenty (20) working days of the request, and prior to the commencement of the arbitration hearing. The scheduling of this meeting will not impact the previously scheduled arbitration dates.**
- iii. Each party shall determine who shall attend the meeting on its behalf and shall notify the other party in advance of the meeting.**
- iv. Legal Counsel shall not attend Settlement Discussions.**
- v. The meeting is intended to discuss related matters and explore avenues for settlement and is to be conducted on a without prejudice and precedent basis.**

vi. In the event that a settlement is reached or pending, the College President will provide a written response to that effect within five (5) working days.

vii. Nothing about the previous shall preclude informal discussions or formal mediation.

~~21.3~~**21.6** Time Limits

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

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

11. Article 23.1 - Common Faculty Professional Development Fund

23.2 Purpose

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

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

23.3 Eligibility

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

23.3.1 Limitations

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

~~23.4~~ ~~Process for Application and Approval~~

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

Campus Manager for the absence of the applicant from normal duties to undertake the specified professional development.

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

23.5 Candidate Selection

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

Enrolling in a relevant full-time or part-time program of study at an appropriate institution;

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

23.6 Fund Management

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

that fiscal year to allot the remaining funds. Any monies in the fund not spent at the end of any fiscal year shall be retained by the employer.

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

~~Examples:~~

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

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

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

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

12. Article 23.7 - Faculty Development Funds

- 23.7.1.2**
- a) Effective April 1 of each year, the College shall contribute to the Faculty Development Fund an amount equal to 0.64% of total faculty salaries for the previous fiscal year;
 - b) The Faculty Association will appoint an Association member who shall be Chair of the Faculty Development Committee. The College will provide ~~twenty release time for the Chair equivalent to one section of UT workload or equivalent to 20% for vocational workloads for the duration of the appointment period~~ **release time for the Chair;**
 - c) Each fiscal year, an amount of \$2,000 (two thousand dollars) from the Faculty Development Fund described in the aforementioned, will be allocated to a Faculty Development Day;
 - d) Any unused monies remaining in the Faculty Development Fund at the conclusion of a fiscal year, will be carried forward to the Faculty Development Fund in the next fiscal year.

13. Article 24.1 Harassment

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

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

14. *The following Letters of Understanding will be renewed:*

- LOU# 2 - re: University Studies and Career Technical Preparation Hours Per Week
- LOU# 3 - re: Distributed Learning
- LOU# 4 – re: Flexible Configurations of Work
- LOU# 5 - re: Courses Offered Through Institutes or Community Development
- LOU# 6 – re: Role of Contract Employees
- LOU# 7 – re: Second Functional Areas
- LOU#8 – re: Evaluation and Performance Review Criteria
- LOU# 14 – re: Local Government Management Courses

15. *The following Letters of Understanding will be deleted:*

- LOU# 16 – re: Special Projects
- LOU# 17 – re: Workload for BBA Capstone Courses
- LOU# 18 – re: Joint Committee on Employee Layoff and Recall

16. LOU #11. re: Interpretation of Article 13 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 ~~13.1.11~~ ~~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 ~~13.1.11~~ ~~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.

17. LOU #12. Letter of Understanding: Department Heads Compensation

The College of the Rockies (the College) and the College of the Rockies Faculty Association (CORFA) agree that the following provision will apply to department heads ~~and to the Chair, Academic Innovation and Applied Research~~ for the term of this collective agreement.

As Department Head ~~or Chair, Academic Innovation and Applied Research~~, a faculty member will receive an annual stipend spread over 12 months:

- April 1, 2019 \$7,000
- April 1, 2020 \$7,140
- April 1, 2021 \$7,283

- ~~• April 1, 2014 \$5,538;~~
- ~~• April 1, 2015¹ \$5,593;~~
- ~~• February 1, 2016^{1 2 3} Economic Stability Dividend (ESD) increase~~
- ~~• April 1, 2016^{1 3} One half of one percent (0.5%) increase~~
- ~~• February 1, 2017^{1 2 3} One percent plus ESD increase~~
- ~~• April 1, 2017^{1 3} One half of one percent (0.5%) increase~~
- ~~• February 1, 2018^{1 2 3} One percent plus ESD increase~~
- ~~• April 1, 2018^{1 3} One half of one percent (0.5%) increase~~
- ~~• February 1, 2019^{1 2 3} One percent plus ESD increase~~

~~¹The first day of the first full pay period after this date. For April 1, 2015, the first day of the first full pay period after this date or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later).~~

~~²See the Memorandum of Understanding on the Economic Stability Dividend (ESD) in the 2014-2019 Faculty Common Agreement. Amount may be adjusted depending on the ESD.~~

~~³Amounts to be determined depending on the ESD.~~

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

18. LOU #19 – Joint Committee on Employee Evaluation and Performance Review

1. **With the acknowledgement that the pilot evaluation tool and process developed were completed by the joint committee during the life of the 2014 – 2019 collective agreement, yet identified challenges with the proposed evaluation process,** ~~the parties agree to~~ continue the ~~establish~~ a Joint Committee on Employee Evaluation and Performance Review to address those challenges.
2. The committee shall consist of three representatives appointed by the College and ~~three~~ **four** representatives appointed by the Faculty Association.
3. The committee's mandate shall be to:
 - a) **review the work previously completed by the committee;** ~~review the current employee evaluation procedures at College of The Rockies~~
 - b) **review the implementation challenges identified; and** ~~study evaluation processes used at other colleges in the province~~
 - c) **develop a new pilot** ~~develop recommendations for improving the employee evaluation process at the College~~ **to commence no later than Fall 2021.**
4. The Committee shall complete its work by **March 31** ~~June 30, 2022~~ **2017.**
5. ~~The Committee may make recommendations to the College and the Association. The findings of the committee will be submitted to the parties' respective principals for review and will be subject to the sector's ratification process. For the College the principals include the Board of Directors and the PSEA Board of Directors.~~

19. *The following Letter of Understanding will be added to the collective agreement:*

**Letter of Understanding 'X'
Dual Credit Courses**

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

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

20. Letter of Understanding 'XX' – re: Interpretation of Article 6.4.1

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

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

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

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

SCHEDULE B

The following are language changes that were previously agreed between the parties in negotiations to date. The parties agree that these form part of this schedule and Memorandum Of Settlement.

	Decription	Date signed
1	Gender Neutral Pronouns	February 18, 2020
2	Page Breaks	February 18, 2020
3	Article 2.2.4 – Term Employees	February 18, 2020
4	Article 3.1.4.4 – Leave for Faculty Association Business	March 16, 2020
5	Article 3.3 – Faculty Labour/Management Committee	February 19, 2020
6	Article 5 – Working Conditions	March 16, 2020
7	Article 5.5.5.3	February 18, 2020
8	Article 6.1.2 – Advertising Positions	March 16, 2020
9	Article 7.4.2 – Re-evaluation of Placement on Regularization	February 18, 2020
10	Letter of Understanding ‘X’ – MSP Funding	March 16, 2020
11	Reference changes – articles 7.4.1, 9.5.4, 21, LOU 1, 10.5.2 and 10.5.3	February 19, 2020
12	Article 11.3.1.4	February 19, 2020
13	Article 13.1.1 – Notification and Employee Input	February 18, 2020
14	Article 13.1.6.6 – Seniority List	February 18, 2020
15	LOUs #1, #9 and #13	March 16, 2020
16	LOU #10	February 18, 2020
17	LOU # 15	February 18, 2020

SCHEDULE C

The following are changes to the Collective Agreement agreed to by the Parties in relation to the Service Improvement Allocation:

a) The Parties agree to the following changes to article 5.2.2.4:

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

b) The parties agree to add the following Letter of Understanding to the Collective Agreement:

Letter of Understanding

Re: Service Improvement Allocation

a) Further to agreement reached at the FPSE Template Table, the College and Union have agreed to dedicate the Service Improvement Allocation (SIA) funds to address certain revisions to the terms of the collective agreement, negotiated as part of the renewal of the 2014 – 2019 collective agreement.

b) The Service Improvement Allocation funds are as follows:

April 1, 2019	\$28,420
April 1, 2020	\$57,480
April 1, 2021	\$87,192
Ongoing	\$87,192

c) *Uses of the Fund*

The Parties agree to the following revisions to the collective agreement, all to be effective April 1, 2020:

i) ~~7.2~~ **Salary Schedule for Auxiliary Faculty**

~~7.2.1~~ Effective April 1, **2014**

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

10	\$31.07	1.24	1.24	\$33.56
9	\$32.53	1.30	1.30	\$35.14
9+	\$33.41	1.34	1.34	\$36.09

Effective April 1, **2015**

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

10	\$31.38	1.26	1.26	\$33.90
9	\$32.86	1.31	1.31	\$35.48
9+	\$33.74	1.35	1.35	\$36.44

- ~~February 1, 2016^{1 2 3} Economic Stability Dividend (ESD) increase~~
- ~~April 1, 2016^{1 3} One half of one percent (0.5%) increase~~
- ~~February 1, 2017^{1 2 3} One percent plus ESD increase~~
- ~~April 1, 2017^{1 3} One half of one percent (0.5%) increase~~
- ~~February 1, 2018^{1 2 3} One percent plus ESD increase~~
- ~~April 1, 2018^{1 3} One half of one percent (0.5%) increase~~
- ~~February 1, 2019^{1 2 3} One percent plus ESD increase~~

~~¹The first day of the first full pay period after this date. For April 1, 2015, the first day of the first full pay period after this date or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later).~~

~~²See the Memorandum of Understanding on the Economic Stability Dividend (ESD) in the 2014-2019 Faculty Common Agreement. Amount may be adjusted depending on the ESD.~~

~~³Amounts to be determined depending on the ESD.~~

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

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

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

ii) *Due to the elimination of the Auxiliary Faculty Salary Schedule (article 7.2) outlined above, current auxiliary employees will move to the regular Salary Schedule (article 7.1) as follows:*

Auxiliary Step 9+	=	Regular Step 7
Auxiliary Step 9	=	Regular Step 8
Auxiliary Step 10	=	Regular Step 9

iii) Article 7.3 - Increments

7.3.2 Service as a term or auxiliary employee may result in a delay and alteration of the increment dates so that the employee receives his/her increment at the beginning of the month following the month in which the equivalent of two hundred and ~~five six~~ **(205)** ~~(206)~~ full-time assigned duty days have been accumulated.

iv) Article 9.2 - Annual Vacation

9.2.5 ~~An~~ auxiliary employee will be paid annual vacation pay in the amount of **eight** ~~four~~ percent **(8%)** ~~(4%)~~ calculated on the employee's total wages earned during the employment period.

v) (NEW) Letter of Agreement XX

Re: Service Improvement Fund

The Parties agree to create a Service Improvement Fund (SIF) to encourage and support innovation in instruction through the development, adoption and/or use of technology that will tangibly improve services to students at College of the Rockies.

The Parties agree individual and/or groups of instructors who have an interest in pursuing innovative methods of instruction through technology to improve the learning outcomes for students may access the SIF.

The Parties agree that the SIF should strengthen College of the Rockies' focus on students by providing increasingly relevant, accessible and inspiring learning environments that combine teaching excellence, high quality courses and programs.

Funds:

Beginning April 1, 2020, the College will contribute \$35 000 annually to the SIF.

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

Funds not allocated within a calendar year will be carried over for one year only.

SIF Expenses:

Acceptable uses of the SIF resources include, but are not limited to:

- Purchase of technology (hardware, software) required for adoption of new or innovative methods of instruction.
- Expenses related to training for instructors in use of new technologies.
- Travel expenses required for research and development of topics directly related to an application.

- Materials and Supplies directly related to the initiative and not otherwise customarily provided to the employee in the performance of their duties.

It is understood that any materials, technology, hardware, or software acquired or created as part of an approved SIF initiative will remain the property of College of the Rockies.

The Committee:

A standing Service Improvement Committee (SIC) shall be established, and be comprised of representatives from the existing Faculty Labour/Management Committee. The SIC shall have an equal number of representatives from CORFA and the College.

The Committee will meet at set intervals, normally quarterly, and in conjunction with existing Faculty Labour/Management Committee meetings. Additional meetings may be scheduled in order to consider special projects of a time sensitive or exceptional nature. The SIC shall determine relevant terms of reference for the operation of the Committee.

The Committee will recommend which proposals are to be funded and to what level based on the individual merits of each application and the Criteria outlined below. Such recommendations shall require majority support of the Committee.

In providing support for an application, the Committee will consider its impact on enhancing the student experience.

The Process:

CORFA employees who have an interest in a project or initiative may apply for SIF funding, with the support of their Department Head and Dean. Rationale, and all related supporting documentation are required by the Committee to thoroughly assess the merits of the application.

The Vice President, Academic will make the final decision on all applications recommended by the Committee. Prior to rejection of any application, the Vice President will refer the application back to the Committee to address concerns of the Vice President.

Criteria and Priorities:

The Committee will recommend applications for SIF monies based on the following criteria:

- Benefits to Students – the degree to which the proposed initiative supports teaching excellence.
- Community Need – the degree to which the proposed initiative overcomes existing obstacles to enhance accessibility and better meet community needs.
- Anticipated Outcomes – the degree to which the proposed initiative is student focused and positively impacts the learner experience, including successful career outcomes.

SCHEDULE D

The following are agreements reached between the parties in negotiations at the FPSE Template Table and form part of the overall settlement for the renewal of the 2014 – 2019 collective agreement: