



LETTER OF AGREEMENT

Between: Keyano College ("The Employer")
Keyano College Faculty Association ("KCFA")

Re: Designation

A. Introduction

- I. On December 6, 2017, following extensive consultation with the Keyano College Faculty Association (KCFA) the Keyano College Board of Governors approved a motion that:
 1. Designated all Contract Instructors as academic staff members;
 2. This group is now represented by the KCFA, and as the sole representative of this group, the KCFA will negotiate the terms and conditions of employment with the Keyano College President and CEO, or an appointed designate.
- II. Effective immediately the following definitions and terms of employment, as agreed to by the College and the KCFA, are in force.

B. Terms

- I. New or existing contract positions that perform the primary duties of Faculty as per the Collective Agreement will be designated as academic staff members, specifically:

10.1.3 (a) The primary duties of an instructor shall include curriculum development; preparation for instruction; instruction in classroom, lab/shop, clinical and work experience settings; student consultation and advisement; supervision of students; and evaluation of students.
- II. Contract positions designated as Faculty will be in one of three categories, and will have separate terms and conditions of employment:

Category 1 – Sessional Employee: Includes Instructors with an assigned workload in a credit or apprenticeship training or trades program for a semester. The assigned workload should not exceed 50% of the total workload in the program, as defined in article 10 of the collective agreement.

- The following articles in the collective agreement will not apply to these positions:
 - 5.1 (5.1.1 & 5.1.2) – preference in a competition
 - 5.2 (and sub articles) – selection
 - 5.4.1, 5.4.2, 5.4.3 – probationary period
 - 6.1 – resignation
 - 6.2 – termination
 - 6.3 – redundancy/severance
 - 6.4 – recall

- 7 – reassignment
- 9.1 - salary
- 9.1.4 – Northern Residents Travel Benefit
- 9.4 – salary equalization
- 9.5 – annual increments
- 9.6 – professional association memberships
- 9.7 – Daily pay rate
- 9.8 – Substitute rate
- 10 – workload
- 11 – Benefits (to be compensated as an uplift in the salary grid)
- MoU Adjustment of Workload in Case of Illness

Category 2- Casual Employees:

- Includes Instructors with an assigned workload is in support of short term contracts in non-credit programs including but not limited to: Corporate Training, the Emergency Medical Technician (EMT) program, the Health Care Aid program, Community Adult Learning Program (CALP), and Continuing Education. The instructional assignment is for a period less than a semester/intake. These instructors would be hired on an “as required” basis.
- Articles 1, 2, 3.2, and 4 will apply to these positions. Employees in this category will have access to the grievance procedure, outlined in article 13 of the collective agreement, up to level 1. All other articles in the collective agreement will not be applicable.

Category 3: Language Instruction for Newcomers (LINC) Instructors

- The following articles in the collective agreement will not apply to these positions:
 - 5.1 (5.1.1 & 5.1.2) – preference in a competition
 - 5.2 (and sub articles) – selection
 - 5.4.1, 5.4.2, 5.4.3 – probationary period
 - 6.1 – resignation
 - 6.2 – termination
 - 6.3 – redundancy/severance
 - 6.4 – recall
 - 7 – reassignment
 - 9.1.4 – Northern Residents Travel Benefit
 - 9.4 – salary equalization
 - 9.5 – annual increments
 - 9.6 – professional association memberships
 - 9.7 – Daily pay rate
 - 9.8 – Substitute rate
 - 10 – workload
- The pay structure in article 9 will be the point of reference for establishing the pay grid, however changes to the pay structure must be approved by the external funding provider prior to implementation.
- Changes to rates of pay, inclusion of benefits, and/or leave allocation will not take effect until July 1, 2018 and as approved on July 1 in subsequent years.

III. A separate pay grid/structure, outlining the hourly rate, will be established for Category 1 (sessional employees). For Clinical assignments the Chairperson, in consultation with the Dean, will consider preparation and evaluation time required for the contracted work when

the number of hours per contract is established. Changes to rates of pay, inclusion of benefits, and/or leave allocation will not take effect until July 1, 2018,


- IV. The College will inform the Faculty Association of any changes to the salary grids for Sessional and LINC employees prior to implementation.
- V. For reference these terms are dated this 31 day of May 2018 in Fort McMurray, AB.



Dr. Michael Smith
President KCFA



Dr. Brenda Sautner
Interim President & CEO



Suzie Johnson
Human Resources

