MEMORANDUM OF AGREEMENT

between

Selkirk College (hereinafter called "the Employer")

and the

SCFA (hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF SELKIRK COLLEGE, ACTING ON BEHALF OF <u>SELKIRK COLLEGE</u> (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE SELKIRK COLLEGE BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE SCFA (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING <u>APRIL 1, 2014 AND EXPIRING MARCH 31, 2019</u> (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2012 - 2014 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreements shall be for sixty (60) months from April 1, 2014 to March 31, 2019 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. Appendix "A"

The Employer and the Union agreed to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "A". The Employer and the Union further agree that subsequent provisions will be re-numbered accordingly and the parties will review the agreement to correct any cross references as a result of the deletions or amendments.

5. Appendix "B"

The Employer and the Union also agree to the amendments to the new Collective Agreement, as signed by the Employer and the Union on Green Sheets attached to this Memorandum of Agreement as Appendix "B".

6. Appendix "C"

The Employer and the Association agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "C" – 2014 FPSE Template Table ("FTT").

7. 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 29 day of may 2015.	
BARGAINING REPRESENTATIVES FOR THE EMPLOYER:	BARGAINING REPRESENTATIVES FOR THE ASSOCIATION:
Gary Leiler	Duff Sytherland
Neil Coburn	Victor Villa
Rhonda Schmitz	Tracy Punchard
Arleen Gallo	Danielle Cossarini
Liana Zwick	
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1. The Employer and the Union agree to incorporate all Green Sheets on housekeeping and renewals of Letters of Understanding as listed in "Appendix B".

2. Title Page and preamble

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union amend to read as follows:

Selkirk College

COLLECTIVE AGREEMENT

between

SELKIRK COLLEGE

and

THE SELKIRK COLLEGE FACULTY ASSOCIATION

April 1, 2012 to March 31, 2014

April 1, 2014 to March 31, 2019

Preamble

THIS AGREEMENT is effective from April 1, 2012 2014 to March 31, 2014 2019

No further changes.

3. 1.3 Future Legislation

New article

In the event that existing or future federal or provincial legislation alters or makes invalid any provision of this Agreement, the Parties will negotiate a mutually agreeable provision to be substituted. The remaining provisions shall remain in effect for the term of the Agreement.

4. REGULARIZATION AMENDMENT OF ALL PERTINENT ARTICLES:

4 Terms of Appointment

Employees may be appointed to one of several categories. The Association will be provided every September 30th with a list showing the category of appointment for each employee covered by this Agreement. An addendum to the list showing the category of each subsequent appointment shall be provided immediately following the appointment.

4.1 Regular Appointment

A regular appointment is one that involves a position of indefinite term and involves full or pro rata participation in employee benefits and obligations. Reference to a regular appointment denotes either a probationary appointment or a continuous appointment.

4.1.1 Initial Probationary Appointment

A probationary appointment is the initial appointment of a new employee who fills the position of an indefinite term. The probationary period provides a period of mutual appraisal for the College and the employee. The probationary period shall not exceed one (1) appointment period of one (1) year. The new employee will be evaluated during the probationary period to determine whether a continuous regular appointment should be offered.

If the evaluation process in the initial probationary period raises reasonable questions of doubt about the suitability of the individual for such an appointment, no further offer of employment shall be made and employment shall cease.

Upon satisfactory completion of the probationary appointment, an employee will be granted a continuous regular appointment.

4.1.2 Continuous Appointment

A continuous appointment follows the successful completion of a probationary appointment for a position with an indefinite term and will not have an expiry date. Continuous appointments can be discontinued by the College under the provisions of Articles 5, 6 or 7.

4.2 Short Term Appointments

A short-term appointment will be made to fill a position which is available for a definite term and will encompass the full range of departmental and College duties. The appointment will be at least one semester in length and comprise twenty-five percent (25%) or more of a full-time regular workload.

Short-term employees will be evaluated as set forth in Article 7.7.1 7.8.1.

Further short-term appointments that consist of work of a similar nature and begin within the thirteen (13) month period from the expiry date of the last appointment will be offered to employees who have received a satisfactory appraisal or comprehensive evaluation and who have the required expertise as defined in Article 1.8.

A short-term employee who is hired in emergency circumstances, with less than the normally required qualifications or expertise, will have no right to further appointments of work of a similar nature, pursuant to Article 4.2 of this agreement. In such cases, a notation to that effect will be included in the employee's letter of appointment.

4.2.1 Annualization

Annualization is the process whereby an employee's term of appointment shall be extended for a period of twelve (12) months.

To be eligible for annualization a short term employee-must have worked four (4) consecutive semesters in a two (2) year period, excluding spring/summer semesters and have received satisfactory comprehensive evaluations.

Upon completion of the annualization period defined above and, if the funding and similar work continues, employees will be offered a twelve (12) month annualized short term appointment. The appointment will be based on the amount of work available.

A short-term-employee who is filling a replacement position for another employee is eligible for annualization rather than regularization.

Employees who are offered such an annualized appointment will not be eligible for the layoff notice or severance provisions of Article 5.

An employee who has been annualized for two years will, where further work is available in the third year, be offered a regularized appointment. The appointment will be based on the average of the annualized work performed during the previous two years.

4.2.2 4.2.1 Regularization

Nothing in Article 4 prohibits the College's right to regularize any position as it deems necessary.

Regularization is the process whereby an employee's term of appointment shall be revised from short-term to regular, continuous (full-time or proportional).

To be eligible for regularization:

- a) a short-term employee must have worked two consecutive academic years immediately preceding regularization with an annual workload of fifty percent (50%) or greater in each of those years; and, four (4) consecutive semesters in a two (2) year period, excluding spring/summer semesters, and have filled a position directly funded by the College base profile budget, and have received satisfactory comprehensive evaluations.
- b) There is a reasonable expectation of ongoing employment for which the faculty member is deemed qualified, at a workload of fifty percent (50%) or greater of an annual full-time workload in the next academic year; and,
- c) The evaluations, if any, of the faculty member during the two consecutive academic years immediately preceding regularization have all been deemed satisfactory.

A short-term employee who is eligible for regularization will be offered a regular appointment for the following academic year. The appointment proportion (of not less than fifty percent (50%)) will be based on the amount of work available in that year.

Where further regularizable work is available in the third year, employees will be offered a regular continuous appointment as defined in Article 4.1. The appointment will be based on the amount of work available.

4.2.2 Regularization of Newly Available Work

An employee who has a regular appointment and is eligible for newly available work as per Article 8,7, will have that workload included in their regular contract if all the conditions of Article 4.2.1 are met. In this case, the newly available workload does not need to meet the fifty percent (50%) workload threshold.

4.2.3 Break in Service for Purposes of Annualization and Regularization

Annualization and regularization e<u>E</u>ligibility is based on the duties associated with one particular position and classification.

If there is a break in service during the eligibility period due to a maternity/parental leave, the member will not be penalized by having to start all over accumulating eligible time on her/his return to work.

Employees who decide not to accept a work assignment of 50% or more in an academic year, in a semester during the time requirement period will forfeit any accumulated time and the clock would start from the date of their next work assignment, as if they had never worked for the College before.

The College will not penalize employees who move between classifications (i.e. moving from faculty assistant to faculty) when determining annualization and/or regularization eligibility within the classification in which the employee commenced service with the College. For example, a faculty assistant in biology works 2 consecutive semesters in that classification. For the 3rd semester, the faculty assistant is required to take on an instructional role and in the 4th semester returns to his/her original faculty assistant duties. To be considered for annualization and/or regularization as a faculty assistant, he/she would need to work 1 more semester to complete the time requirements. Therefore, in this example, the faculty assistant would have worked a total of 5 semesters, 4 as a faculty assistant and 1 as a faculty member. As per Article 4.2.1 the funding and sSimilar work must continue throughout the entire period regardless of who performs the work.

Time requirements for annualization and/or regularization must be completed in one classification and cross-over into another classification for any portion of the time worked does not entitle the employee to be considered for annualization and/or regularization in the subsequent classification.

4.2.4_Rights of short-term employees to regular positions

Should an opening for a regular appointment position become available, it will be filled through open competition, unless the regular position consists of the assignments already being satisfactorily performed by a short term employee who has the required expertise as defined in Article 1.8 and who is either eligible for regularization in accordance with Article 4.2.2 or who has filled the position on a replacement basis for a period of two (2) years.

Notwithstanding the above paragraph, a <u>A</u>-short term employee who is hired in emergency circumstances, with less than the normally required qualifications or expertise, will have no right to further appointments of work of a similar nature, pursuant to Article 4.2 of this agreement. In such cases, a notation to that effect will be included in the employee's letter of appointment.

4.3 Proportional Appointment

Proportional appointments may be any of: probationary, continuous, or short-term. A proportional appointment will involve less than a usual <u>full-time</u> workload, but encompasses the full range of duties.

The proportion of regular full-time duties will be determined by the President in consultation with the Dean or Administrator. Remuneration and College contributions to the benefit programs will be on a pro-rated basis. All benefits possible under the terms of reference of the College employee benefit schemes will be made available on a basis equal to the proportional appointment.

4.4 Pre-assignment appointments

Short term or probationary appointment instructional employees, who are offered an appointment of eight (8) months or more, will be appointed to their position, except in extraordinary circumstances, one (1) month prior to their assigned instructional duties. Instructional employees, who are offered an appointment of less than eight (8) months will receive a pro-rated pre-assignment period, e.g., four (4) month appointments would be appointed two (2) weeks prior to their instructional duties.

Pre-assignment appointments will only be offered to instructors who report to their campus for assignments. New instructors must be on assignment in order to receive their salary.

4.5 Casual Appointment

A casual appointment will be offered for work of an emergency and/or temporary nature that does not encompass the full range of departmental and College duties. The assigned workload will not exceed twenty-five percent (25%) of a full workload unless the duty period is less than one semester. Such appointments that continue beyond one academic year shall become short-term appointments the following year. Remuneration will be as per Schedule E. Additional time for preparation and wrap up will be specified in the letter of appointment. A copy of each casual appointment letter will be filed with the Association. Casual appointments to Distance Education courses will be paid as per LOU #7.

7.8.1 Short-Term Employees

This article-applies to all non-regularized-employees, whether on term-specific or annualized appointments.

Term employees shall have an appraisal at the end of the first semester worked and a comprehensive evaluation prior to the completion of the second semester worked. If the comprehensive evaluation shows that the employee's performance is satisfactory, the employee will have yearly reviews and comprehensive evaluations thereafter as per Article 7.5 and 7.8.

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If an appraisal or a comprehensive evaluation reveals unsatisfactory performance, the College reserves the right not to offer the employee a subsequent appointment.

8.7 Rights to Newly Available Work

The members referred to in this process are assumed to have demonstrated the expertise to do the work as per Article 1.8, or in the case of "bumping", as per Articles 5.4 and 5.5.

The most recent evaluations of SCFA members referred to in this process are assumed to be satisfactory.

The work referred to in this process is assumed to be of a similar nature to the work currently or previously performed by the member.

The College agrees to offer additional work opportunities to a maximum of 100% workload to members who have proportional appointments who are qualified to perform the work available.

- A. First rights up to the proportion of appointment normally held by the employee go by seniority to:
- (a) current regular continuous members who have received layoff notice under Articles 5.1, 12.3, 8.3.17 paragraph 4
- (b) current regular continuous members who have successfully negotiated the "bumping" process under Articles 5.4 and Article 5.5.
- (c) current regular, continuous members returning from voluntary workload reductions under Article 8.3.17
- (d) current regular, continuous members returning from a voluntary labor adjustment under Article 6.4.2 of the Common Agreement.
- B. Second rights up to the proportion of appointment normally held by the employee go by seniority to current regular, probationary members who have received layoff notice under Article 5.1.
- C. Third rights up to the proportion of appointment normally held by the employee go by seniority to members on recall under Article 5.7.
- D. Fourth rights to work go by seniority to current regular, continuous members who are not at 100% due to lack of available work. This does not apply to individuals who have chosen a permanent voluntary workload reduction under Article 8.3.17 unless they have exercised their option under Article 8.3.17(b).
- E. Fifth rights to work go by seniority to current short-term annualized members who are not at 100% due to lack of available work.
- FE. Sixth Fifth rights to work go by seniority to current short-term members who are not at 100% due to lack of available work.
- <u>GF. Seventh Sixth</u> rights to work go by seniority to past members who had short-term appointments for "similar work" in the past 13 months as per Article 4.2, but are not currently employed by the College.

External candidates will only be considered once the sequence identified in this Article has been exhausted and all eligible internal candidates have refused the work.

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LOU#2 (as agreed to plus the following change)

- 10. Workload caps: To recognize the importance of the working artist model, and to ensure instructors have the time to practice their craft, and to provide students with maximum exposure to different artists, the following provision will apply:
 - (a) Faculty members in the School of Craft and Design will not normally be assigned more than 50% of an annual workload within the two year diploma program.
 - (b) To facilitate the working artist model, the parties agree to allow faculty members to concentrate their workload in one or more semesters to allow extended periods for them to practice their craft uninterrupted. Where the scheduling is possible and the faculty member has formally requested, the employer will make a reasonable effort to grant such requests.
 - (c) Additional sections of the same or similar course or courses offered outside of the twoyear diploma program are not included in this maximum workload.
- 11. Annualization: Regularization: To qualify for annualized regularized appointments pursuant to Article 4.2.1, an instructor's annual workload must be 50% of the KSA workload cap as referred to in item 10 (a) above. Current faculty members listed in Appendix A of this agreement whose annual workload is less than 25% will be offered a short-term appointment.

Renumber the remaining sections of LOU#2.

LOU#3

LETTER OF UNDERSTANDING #3

ASSOCIATION RELEASE TIME COSTING

The College and Association agree that:

- As per Article 3.5.2 of the Common Agreement, the College will contribute 25% of one fulltime equivalent Step 1, Faculty Scale per annum towards Association release time to be deducted from the replacement costs described in 2 below.
- 2. As per Article 3.5.3 of the Common Agreement, the Association will reimburse the College for any additional release time provided in Accordance with the following principles:
 - 2.1.1 The Association will notify the President of the required release by May 1st.
 - 2.1.2 The College will invoice the Association for replacement costs by November 30th of the same year.
 - 2.1.3 In all cases, the replacement salary cost will be the salary tied to Step 4 of salary scale.

- 2.1.4 If the replacement person is annualized or regularized, the replacement cost is agreed to be the Step 4 salary and benefit costs for 12 months.
- 2.1.5 If the replacement person is on a short-term appointment, the replacement cost is agreed to be the Step 4 salary, vacation and benefit costs for 8 months. The College and Association agree to base the costs on 8 months, instead of 9 months, to compensate for the full-benefit loading being applied to faculty on short-term appointments.
- 2.1.6 Replacement needs for faculty assistants will be costed on the same basis as for faculty, but will be based on the Faculty Assistant scale.
- 3. This agreement will be appended to the Collective Agreement as a Letter of Understanding.
- 4. This Letter of Understanding will expire on March 31st. 2014.

<u>Current short-term and annualized SCFA members, with appointments during the two years</u> immediately preceding the date of ratification, fall into the following categories:

a) annualized appointments, regardless of percentage;

b) short-term appointments with two (2) years or more, regardless of percentage (i.e. on the cusp of annualization);

c) short-term appointments with less than two (2) years but 50% or greater workload; and

d) short-term appointments with less than two (2) years and less than 50% workload.

While not to be included in the collective agreement, the Employer agrees to regularize all short-term and annualized SCFA members who have worked the past two academic years (i.e. those who fall into categories (a) and (b) above). These members shall be regularized effective August 1, 2015 or the date of ratification, whichever is later. These appointments shall be based on the work available in the 2015/2016 academic year.

SCFA members who fall into category (c) shall be eligible for regularization from the date they first met the 50% threshold provided the other criteria are met. These members shall be regularized effective the completion of the eligibility period.

SCFA members in category (d) shall be eligible for regularization if/when they meet all the criteria in Article 4.2.1.

The Union agrees to withdraw outstanding regularization grievances on a with prejudice basis. However, the portion of those grievances pertaining to rates of pay shall remain active.

The Parties shall meet prior to ratification to finalize the list of affected employees in each category.

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5. 4.6 School Chairs and Department Heads

School Chairs are appointed for a period of three (3) years, based on an internal competition. The employer will post these the School Chair positions after each three (3) year appointment.

For School Chairs or Department Heads, If following a posting, there are no applications for the posted positions, incumbents School Chairs may, at the discretion of the College, be re-appointed for a subsequent term without having to undergo a selection process. If an incumbent is not re-appointed, the selection committee may consider internal candidates from outside the School/Department.

6.ARTICLE 6 - SUSPENSION AND DISMISSAL PROCEDURES

Relocate from 6.2 to 9.4.4 and amend to read as follows:

6.2 Suspension on Medical Grounds

Employees who becomes incapable of performing their normal duties by reason of physical or mental illness may, at the discretion of the College, be suspended for medical reasons. If eligible, the employee shall be entitled to the sick leave and LTD benefits.

If the employee is unwilling to accept release from duties a medical practitioner, selected by the President of Selkirk College and the President of the Selkirk Gollege Faculty Association, shall decide whether or not the employee is capable of performing regular duties.

An employee suspended under this clause shall not return to work until the medical practitioner described above deems that the employee is fully capable of performing previous duties.

9.4.4 Release From Duties Due to Medical Grounds

Employees who becomes incapable of performing their normal duties by reason of physical or mental illness may, at the discretion of the College, be suspended required to take a leave for medical reasons. In such circumstances, and if there are reasonable grounds to doubt fitness, the College may require medical confirmation of fitness to return to work. Employees released from duties under this clause shall be considered to be on sick leave. If eligible, the employee shall be entitled to the sick leave and LTD benefits.

If the employee is unwilling to accept release from duties a medical practitioner, selected by the President of Selkirk College and the President of the Selkirk College Faculty Association, shall decide whether or not the employee is capable of performing regular duties.

An employee suspended on leave under this clause shall not return to work until the medical practitioner described above deems that the employee is fully capable of performing previous duties.

This clause will be applied in compliance with the Parties' rights, duties, and obligations under the BC Human Rights Code.

5. Article Article 7.13 Removal of disciplinary letters on employee personnel file Relocate to Article 6.4 and rename as follows:

7.13 Removal of disciplinary letters on employee personnel file

After a period of 36 months, upon the employee's written request, letters of a disciplinary nature will be removed from their personnel file, provided there has been no other disciplinary letter placed on file during that time period.

6.4 Removal of disciplinary letters on employee personnel file

After a period of 36 months, upon the employee's written request, letters of a disciplinary nature will be removed from their personnel file, provided there has been no other disciplinary letter placed on file during that time period.

6. 7.8.3 Regular Employees - Continuing Evaluation Cycle

Amend to read as follows:

Upon successful completion of the initial evaluation eyele <u>probationary evaluation</u> provided for under 7.8.2, all regular-continuous employees thereafter will receive a yearly review on an annual basis and every fifth year a comprehensive evaluation.

7. Amend title to Article 7.8.4 read as follows:

7.8.4 Post-probation Continuous Appointment - Unsatisfactory Evaluation

No further changes to this article.

8. 9.5 Health Benefit Plans

The employer agrees to amend the extended health benefits plan as follows:

While not to be included in the Collective Agreement, effective January 1, 2017 eye exam coverage will be increased to \$100 every twenty-four (24) months.

9. 9.5.3 Changes in benefit plans and use of savings

Amend to read as follows:

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Any changes in these Plans must first be ratified by the Association Executive. Any savings arising from cost efficiency modifications shall be used to optimize the benefits to the employees. Participation in each plan is voluntary unless it is a requirement under the regulations of the Plan. Any changes to the benefit levels within the Plan must be negotiated during collective bargaining and are subject to ratification by the Parties.

Any savings arising from cost efficiency modifications and administration of the Plan shall be used to reduce employer contributions.

The College agrees to provide full and detailed information about all benefits to each employee upon his/her appointment and when changes occur. The Association will be made a party to all non-routine correspondence and discussions concerning all employee benefits.

<u>Participation in each plan is voluntary unless it is a requirement under the regulations of the Plan.</u>

10. Article 14 - Special Stipends

Amend and update chart to reflect Term of Agreement and negotiated salary increases:

14.1 Coordinators and Department Heads

A Faculty Member who accepts a position of Department Head or Coordinator or School Chair will, in addition to his/her regular salary, receive a monthly stipend as compensation for such responsibilities.

Department Head and Coordinator and School Chair stipends are contained in Schedule C.

23 SCHEDULE C: Stipends – School Chairs and Department Heads Amend to read as follows:

	April 1, 2012 to Dec 31, 2012	Jan 1, 2013 to March 31, 2013	April 1, 2013 to Aug 31, 2013	Sept 1, 2013 to Dec 31, 2013	Jan 1, 2014 to March 31, 2014
School Chairs	\$360.28	\$363.88	\$367.52	\$371.20	\$374.91
Coordi nators	\$ 180.70	\$182.51	\$184.33	\$ 186.18	\$ 188.04

11. ARTICLE 19 - Health and Safety

Amend to read as follows:

19.1 The College and the Association agree to comply with all regulations made pursuant to the Workers Compensation Act or any other statute of the Province of British Columbia pertaining to a safe working environment.

19.1.1 The Association appointed representative on the Occupational Health and Safety Committee shall be considered to be performing assigned duties while involved in safety and health inspections, analysis, meetings and related matters and receive up to seventy-five (75) lecture equivalent contact hours workload credit annually in order to fulfill the obligations of sitting on the College's Joint Occupational Health and Safety Committee. Such assigned-duties and release time shall be paid by the College as a non-compensation cost. Half of the cost of the release will be paid out of the local bargaining fund (as allocated at the common table) and the other half by the College as a non-compensation cost.

15. Letter of Understanding #1

Amend to read as follows:

COMMON AGREEMENT, FACULTY TEMPLATE TABLE AGREEMENT, COMPENSATION TABLE
AGREEMENT AND 0.6 COMMON PD FUND

<u>COMMON AGREEMENT</u>

The parties agree to roll over the 2010 2012 2012-2014 Common Agreement provisions except for specific changes as agreed between the parties.

2012 COMPENSATION TEMPLATE AGREEMENT

The parties agree that the "2012 FPSE Compensation Template Table Memorandum of Agreement" shall form part of the Selkirk College — Selkirk College Faculty Association 2012—2014 Collective Agreement.

2014 FPSE TEMPLATE TABLE AGREEMENT

The parties agree that the 2014 FPSE Template Table Memorandum of Agreement shall form part of the Selkirk College – Selkirk College Faculty Association 2014 – 2019 Collective Agreement.

COMMON FACULTY PROFESSIONAL DEVELOPMENT FUND, Article 16 of the Common Agreement

The parties agree that the SCFA Common PD Review Committee (equal representation from the Association and Employer) will be tasked with amending the document entitled "Terms of Reference Common PD Fund — SCFA". The amended Terms of Reference will be submitted to the Labour Management Committee for review and approval and will then govern the

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administration and distribution of the Common PD funds in accordance with the stipulations of the Compensation Template Agreement. FPSE Common Agreement.

Amendments to the Terms of Reference shall be subject to review and approval by the Joint Labour Management Committee.

LETTER OF UNDERSTANDING #4

Delete language referencing subcommittee work which is now complete. And, reinsert previous language in LOU#4 from 2010 – 2012 year which was mistakenly not reproduced in the 2012-2014 agreement and introduce date revisions to the reinserted section:

The College and the Faculty Association have agreed to strike a subcommittee of the Joint Committee on Workload Review to explore possible options regarding workload issues arising in the delivery of individual music instruction in the Contemporary Music & Technology Program.

The subcommittee will be comprised of three (3) representatives appointed by the Gollege and three (3) representatives appointed by the Faculty Association.

It is understood that the subcommittee may seek input from the Faculty in the Contemporary Music & Technology Program as needed.

The subcommittee will submit its recommendations to the Joint Workload Review Committee by no later than November 1, 2013.

For clarity, it is understood that neither the subcommittee nor the Joint Workload Review Committee has the power to bind their respective principles.

INDIVIDUAL INSTRUCTION DELIVERY WORKLOAD CALCULATIONS FOR MUSIC INSTRUCTORS (ART. 8.3.87)

The College and the Association agree to the following, without prejudice:

 For the purposes of calculating workloads for delivery of individual instruction for nonregular faculty within the Professional Music Department, the annual contact hours will be computed on the basis of actual weeks of delivery.

For example: Total annual contact hours of 240 over 32 weeks = 27.8% contact. Actual weeks of delivery = 25 Contract % for 12 months = 27.8% x 25/32 = 21.7%.

- 2. Contract start date will be September 1 of each year.
- 3. Students numbers will be determined in September and January of each year.
- 4. In the event that student numbers in January are less than those in September, the workload calculations will be adjusted to reflect the actual student numbers.

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- 5. In the event that there are no students in January, the annual contract will be reduced to 6 months (half an annualized appointment).
- 6. The specifics of this agreement will be reviewed annually by the College and the Association.
- This agreement is to be used in relation to Professional Music non-regular faculty only, and will be in effect until the end of the current Collective Agreement – March 31, 2004 2019.

Original signed 28 June-2002

17. LETTER OF UNDERSTANDING #5

Implementation of the Seikirk College Organizational Restructuring/realignement Plan Renew LOU with correction to typo in realignment.

18. LETTER OF UNDERSTANDING #6

SCHOOL OF UNIVERSITY ARTS AND SCIENCE ENROLMENT MANAGEMENT PILOT PROJECT

Renew LOU

19. LETTER OF UNDERSTANDING #7

Remuneration for Distance Education Courses

Renew LOU

20. LETTER OF UNDERSTANDING #8

JOINT COMMITTEE ON WORKLOAD REVIEW

Amend to read as follows:

The College and the Association will establish a Workload Review Committee ("the Committee") to review and discuss in detail existing workload issues, and to develop recommendations regarding employee workload as follows:

- a) The Committee shall be comprised of three (3) representatives appointed by the College and three (3) representatives appointed by the Association. Either party may invite a maximum of two (2) other individuals to any of the meetings to provide information to the Committee.
- b) The Committee shall meet <u>from September 2015 to June 2016</u> twice per month from the beginning of September 2013 to the end-of November 2013. These timelines may be extended once by mutual agreement.
 - c) The Committee shall share readily available information and data regarding course modes (blended, face-to-face, online, paper distance), courses, class size, student numbers, contact and non-contact hours, course preparation time, and other workload issues in all program areas. Each party will report back to their constituent groups on the discussions.

It is understood that the Committee will not have the power to bind their principals. The Committee may make recommendations on initiatives. Any recommendations to be adopted by the parties are subject to ratification by the parties' principals.

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- d) The Committee shall be tasked with reviewing compensation scales and formulas for the Working Committee on Secondary Scales as agreed at the Faculty Template Table as follows:
 - Private Music Instructors (LOU # 4)
 - Distance Learning (LOU # 7)
 - Workload Calculations (Schedule H)

This Letter of Understanding will expire on March 31, 2014 2019.

21. LETTER OF UNDERSTANDING #10

IMPLEMENTATION OF THE NEW ARTICLE 7 EMPLOYEE EVALUATION PROCESS Amend to read as follows:

To allow time for the new Employee Evaluation process, as agreed to by the parties, to be effectively implemented, the process outlined in the 2010-2012 collective agreement will remain in place until June 30, 2014 July 1, 2016.

During that time the joint Selkirk College Faculty Association/Management Evaluation Committee ("the joint evaluation committee") will be tasked with:

- Researching best practice with respect to student evaluation of instruction,
- Researching best practice with respect to peer review,
- Developing processes, forms and procedures associated with the new plan and making recommendations to the VP Education and Students
- Assisting with the launch of the new process, and
- Other tasks as requested by the VP Education and Students.

The evaluation processes identified in the new agreement (2012-2014-2014-2019) will be take effect July 1, 2014-2016.

22. Memorandum of Agreement

The Payment of the Coordinator Stipend

Delete previous language and introduce revised language:

WHEREAS on March 4, 2013, the Employer tabled a proposal to delete the current Letter of Understanding #5; and

WHEREAS on March 5, 2013 the Employer tabled a companion proposal to delete Article 14.1; and

WHEREAS on March 5, 2013 the Employer-tabled a proposal to remove the reference to Coordinators and the Coordinator Stipend from Article 23, Schedule C;

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WHEREAS the Union rejected the Employer's proposal on Letter of Understanding #5, Article 14.1 and to remove the reference to Coordinators and the Coordinator Stipend from Article 23, Schedule C; and

WHEREAS paragraph 8 of the attached March 6, 2007 Memorandum of Agreement was intended to address Letter of Understanding #5, formerly called Letter of Understanding #8, and;

WHEREAS the Joint Labour Management Committee did not meet as intended in the March 6, 2007 Memorandum of Agreement;

IT IS THEREFORE AGREED that the Joint Labour Management Committee will meet as set down in the 2007-2010 Memorandum of Agreement; and

THAT the review established in the 2007-2010 Memorandum of Agreement will incorporate the Employer's March-5, 2013 proposals on Letter of Understanding #5, Articles 14:1 and 23 Schedule C: and

During the Labour Management review the Employer agrees that it will continue to pay the coordinator stipend to the position of Chief Flying Instructor and Studio Coordinator which are currently receiving the coordinator stipend. The Employer also agrees not to make any other changes to the Articles and Letter of Understanding;

The Union agrees that it will not file a policy grievance about the non-payment of stipends to other individuals who are termed coordinators while the issue is under review by the Labour Management Committee and the respective principles;

The Union and Employer expressly agree that the period of time from the signing of this Memorandum of Agreement on the Payment of the Goordinator Stipend until a final decision is made by the respective principles, will not be used by either party to the detriment of the other.

The Labour Management Committee will-complete its review and make recommendations by no later than March 31, 2014.

Any recommendations will be subject to ratification by the respective principles.

The Parties agree that the Chief Flying Instructor and Studio Coordinator shall receive the following stipend:

(current rate x negotiated increases)

The Parties further agree that upon the vacancy of both Coordinator positions, this MOA shall expire.

23. Letter of Understanding - Academic Freedom

New Letter of Understanding

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This LOU expires March 31, 2019.

New Letter of Understanding

The Parties recognize the importance of academic freedom as an underlying principle that affects all aspects of work at Selkirk College.

The Parties view the principle of academic freedom as significant to all employees and as such needs to be recognized by existing governance processes, structures, and policies.

The Parties agree to facilitate a dialogue on the principles of academic freedom in the context of the College community to inform governance processes.

<Attach signed off FTT MOA >

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