

COLLECTIVE AGREEMENT

between

SELKIRK COLLEGE

and

SELKIRK COLLEGE FACULTY ASSOCIATION

April 1, 2012 to March 31, 2014

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Preamble

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

BETWEEN:

Selkirk College, of the City of Castlegar, in the Province of British Columbia,
(hereinafter called "the College")

OF THE FIRST PART

AND:

Selkirk College Faculty Association, of the City of Castlegar, in the Province of British Columbia,
(hereinafter called "the Association")

OF THE SECOND PART

WHEREAS the College Board is an employer within the meaning of the Labour Relations Code:

AND WHEREAS the Association is a Trade Union within the meaning of the said Code:

NOW THIS AGREEMENT WITNESSETH that the parties hereto agree each with the other as follows:

PREAMBLE

The parties hereto recognize that Selkirk College has three broad purposes. The first is to provide within a single educational milieu a variety of educational opportunities for students of different abilities, talents and interests. The second is to extend more widely the opportunity for learners throughout the province to continue their education. The third is to provide an active program of Continuing Education offerings for learners, including credit and non-credit courses, workshops, seminars and symposia.

The emphasis at Selkirk College is on learning and teaching. The purpose of this Agreement is to promote the development and improvement of the quality and effectiveness of the education provided at Selkirk College, and to encourage a climate which will result in a creative approach to the program offered. The terms and conditions contained in the body of this Agreement are designed to promote harmonious relations and to facilitate the peaceful and amicable settlement of disputes and misunderstandings.

1 DEFINITIONS

For the purposes of this Agreement the following definitions shall apply:

1.1 Employees

Employees are all personnel for whom the Association has been certified.

1.2 Faculty Member

The duties of a Faculty Member include teaching, counseling, the regular duties of a librarian, or laboratory demonstrating, and may also include other non-teaching assignments such as administering departments, coordinating programs, program development, committee assignments, administrative assignments, community service assignments, and other special assignments.

1.3 Faculty Assistant

A Faculty Assistant is an individual who:

- a) performs a support role to Faculty Members in the educational process and
- b) has specialized training and experience which is directly related to the performance of the assigned duties of the individual and
- c) has assigned for significant proportion of his/her duties, work that otherwise could be performed only by the professional Faculty Member.
- d) is doing professional work for a significant portion of his/her time that would be done by a Faculty Member if the Faculty Assistant were not available.
- e) has a level of discretionary authority considered to be less than that of a Faculty Member.

1.4 Tutor

Tutors provide assistance to students enrolled in courses of regular instruction. Tutors do not work under the direct supervision of or in conjunction with the course instructor, nor are they involved in course preparation or evaluation. Tutors do not provide the same level of service to students that faculty or faculty assistants do, nor do they have the same level of responsibility or accountability.

1.5 Department Head

A Department Head is a Faculty Member appointed by the College to administer the work of a department.

1.6 School Chair

A School Chair is a faculty member appointed by the College to administer the work of a School. A School Chair is responsible for making recommendations to a Dean in matters related to the overall operation and performance of a School and acts as a formal link between faculty and the administration.

In non-instructional areas the role of a department head is comparable to that of a School Chair.

1.7 Coordinator

A Coordinator is a Faculty Member appointed by the College to co-ordinate work of a specified area of responsibility.

1.8 Expertise

Expertise is defined as the qualifications and experience the College would normally regard as necessary to perform a work assignment.

1.9 Seniority

Seniority is defined as the length of employment with the College within the Selkirk College Faculty Association bargaining unit and will be accrued on the basis of a full time appointment or proportion thereof. There are three (3) distinct *seniority classifications*: faculty seniority, faculty assistant seniority and tutor seniority. A member's seniority is accrued to the

appropriate seniority classification based on his/her appointment for the corresponding position as per Articles 1.2, 1.3 or 1.4.

Seniority accrued by Selkirk College Faculty Association members prior to April 1, 1983, shall be fully recognized by the College.

Members of the Selkirk College Faculty Association will continue to accrue seniority with the Association should they be required to move as a condition of continued employment into another bargaining unit within the College as a professional employee. Professional Employee is defined in the B.C. College and Institutes Act.

Selkirk College Faculty Association members who move to an administrative position or voluntarily move to another bargaining unit within the College will not accrue seniority while in such a position, but shall maintain all previously accrued seniority for a period not to exceed three years. Such seniority would permit a person to exercise his/her seniority rights and to return to a position within the Selkirk College Faculty Association bargaining unit within the three year period.

Seniority will not be calculated retroactively.

Seniority will be relinquished upon resignation, termination or dismissal. Persons, who are re-employed by the College within a period of two (2) years, will retain seniority credits.

1.10 Principal Work Location

A member's *principal work location* is the College campus to which he/she was assigned when initially employed by the College.

2 MANAGEMENT RIGHTS

The management and the direction of the staff, including the right to hire, suspend or discharge for just cause, to assign to positions, to increase or decrease the staff, and to determine methods of operation, is vested exclusively in the College, except as might specifically be otherwise provided in this Agreement.

3 ASSOCIATION MEMBERSHIP, RECOGNITION AND DUES

3.1 Representation

The College recognizes the Selkirk College Faculty Association as the exclusive representative for the purpose of conducting collective bargaining, for those for whom the Association has been certified.

3.2 Monthly dues

The College shall deduct from all employees an amount equal to the monthly dues of the Association. Such deductions will be made as a condition of employment for all employees. Such deductions shall be made from the first pay cheque in any calendar month and shall be remitted to the Treasurer of the Association prior to the last day of the following month. The College will provide a list of those employees whose pay has been deducted. Employees are at liberty to join the association or not. Notice in writing will be given to the association by any employee not wishing to join the association

3.3 New programs

Program name changes will not impact on the base bargaining unit placement of employees.

When a new or substantially altered program is introduced by the College, placement into the appropriate base bargaining unit will be discussed, in advance of recruitment, with the Association.

The College will send copies of all Selkirk College job postings to the Association President prior to public posting.

If the Association and the College are unable to agree upon placement into the appropriate bargaining unit, either party may apply to the Labour Relations Board and request a ruling pursuant to section 3.4 of the Labour Relations Code.

3.4 Copy of agreement

The Employer will provide employees, upon appointment, with a copy of this Agreement.

3.5 Right to Association representation

An employee has the right to Association representation at any meeting which may be the basis for future disciplinary action.

When the School Chair/Department Head or appropriate Supervisor intends to interview an employee for purposes which may be the basis of disciplinary action, the Department Head or appropriate Supervisor shall notify the employee and the Association in advance of the purpose of the interview in order that, if so desired by the employee, an Association representative may be present.

3.6 Copy of employment letters to the Association

The College will simultaneously provide the Association and the employee with a copy of an employee's new or amended letter of appointment within 30 days of appointment. The letter of appointment will include the following:

- a) type of appointment.
- b) duration of appointment.
- c) placement on scale.
- d) proportion of appointment.
- e) proportion of appointment eligible for regularization.

3.7 Contracting Out

The College agrees not to contract out any work presently performed by the employees covered by this Agreement which would result in the laying off of such employees.

3.8 Provision of Seniority list

Each year as of September 30, the College will provide the Association with an employee seniority list which includes the following information:

Name

Address

Telephone Number (when available)

Scale Placement

Appointment Proportion

Seniority Accrued

3.9 No Other Agreement

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the College or its representatives which conflicts with the terms of this Agreement.

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.

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.

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.

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 Regularization

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 short-term employee must have worked 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.

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.

4.2.3 Break in Service for Purposes of Annualization and Regularization

Annualization and regularization eligibility 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 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 similar 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 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 workload, but encompasses the full range of duties.

The proportion of regular 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.

4.6 Chairs and Department Heads

School Chairs are appointed for a period of three (3) years, based on an internal competition. The employer will post the School Chair positions after each three (3) year appointment. If following a posting, there are no applications for the posted positions, incumbent School Chairs may, at the discretion of the College, be re-appointed for a subsequent term without having to undergo a selection process.

5 LAYOFF

For purposes of this agreement, layoff is defined as any reduction (partial or total) in an employee's appointment.

5.1 Decision to layoff

The College may layoff an employee as a result of a decision by the College to

- (a) discontinue a program or course, or
- (b) implement technological change in the workplace or
- (c) curtail teaching in a specific area of study
- (d) or by reason of
 - (i) low enrolment, or
 - (ii) budgetary restrictions.

The College will determine which courses/programs/services will be discontinued within a given discipline/program/service group. When a reduction is required, the Association will be notified and the Joint Labour Management Committee will be convened pursuant to Article 5.2.

5.2 Joint Labour Management Committee

The Human Resources Department will convene a meeting of the Joint Labour Management Committee. In accordance with the Common Agreement, Article 6.4, the Committee will canvass employees for voluntary solutions to minimize potential layoffs. Once the canvass is complete, the Committee will make recommendations to the President of the College.

Once the recommendations are made, any viable options that are approved by the President may be initiated, and layoffs and expertise may proceed as required. The Association will receive notification of the President's decisions.

5.3 Basis for layoff

When the layoff of an employee is required, the layoff will occur on the basis of expertise and seniority.

5.4 Layoff sequence

Where two or more employees meet the expertise requirements, the College will discontinue appointments in the following sequence

- a) short-term appointments.
- b) probationary appointments.
- c) continuous appointments.

Within each category, layoffs will be applied in reverse order of seniority.

There shall be no movement (bumping) between Faculty and Faculty Assistant positions as the result of layoffs.

5.5 Issuance of notice of layoff

5.5.1 Layoff notice for Employees on probationary appointments

A probationary employee who is to be laid off shall receive three (3) months written notice or one (1) month of salary in lieu of notice. The notice of layoff will state the reason(s) for layoff and will be copied to the Association.

5.5.2 Layoff notice and severance for Employees on continuous appointments

An employee on a continuous appointment whose appointment is to be discontinued as a result of Article 5.1 will be given a written layoff notice of four (4) months exclusive of accrued vacation credits. The notice of layoff will state the reason(s) for the layoff and will be copied to the Association.

Any such employee shall be entitled to severance pay calculated on the basis of one (1) month current salary for each year of service to a maximum of six (6) months' salary. Where the layoff is a reduction in an Employee's appointment of less than 100% the severance pay will be calculated on the same percentage as the reduction.

The years of service will consist of the number of academic years during which service to the College was provided, beginning with the employee's start date.

5.6 Expertise review

Employees will have their expertise assessed in relation to their discipline/program/service group in accordance with Article 1.8

Following consultation between the School Chair and department members, the appropriate Administrator will consult the affected Department Head and he/she will determine the expertise requirements in accordance with Article 1.8 for those

disciplines/programs/service groups that could be affected by layoff. In the event that an employee is teaching or working in more than one discipline/program/service group, then the expertise review will be carried out within each discipline/program/service group in which that employee teaches or works.

The following procedures will apply with respect to expertise reviews as a result of layoffs and/or reductions. There is an expectation that the Expertise Review Procedure will be conducted in a confidential manner.

If two employees are deemed to have the expertise, Terms of Appointment and Seniority will determine who will be laid off.

Expertise is assessed in a pass/fail manner. A member either has or does not have the expertise to do the job. Gradations of expertise will not be determined.

Neither the College nor the Association will advertise or solicit applications for expertise review and exercising of bumping rights.

A person may only bump into a full course/section and not proportions thereof.

It is the responsibility of the employee to initiate this process by submitting written intent to the College to exercise his/her bumping rights and identifying the position(s) he/she wishes to bump into; as per Article 5.7 (b). The College will acknowledge receipt of the submission in writing. Upon acknowledging receipt of the application, the College will notify the Dean of the targeted area, the employee(s) in the targeted position(s), and the SCFA of the initiation of an expertise review.

The College will provide the member initiating the expertise review with the following material:

- relevant, current course outline(s), and
- the most recent posting for the work, if there has been one in the preceding five (5) years, or an updated job description.

The committee to review the application will consist of:

- the Dean of the targeted area,
- the School Chair of the targeted area,
- the Coordinator of the targeted area if appropriate,
- A senior unaffected department member (normally in the affected discipline/program/service group), and
- The Chair of the Curriculum Committee. If he/she is unavailable, the Chair of the Admissions & Standards or Education Council will be considered.

The College will advise employees involved in the expertise review that they must provide the College with an up-dated resume outlining his/her qualifications and experience. In the event that an employee wished to bump between disciplines/programs/service groups, he/she will also be required to provide evidence to demonstrate currency in that discipline/program/service group within the past 5 years, and a satisfactory performance evaluation.

All applications for expertise review will be dealt with on an individual basis.

The Committee will conduct the review of the targeted position, including determining the definition of currency and identifying academic qualifications.

The Committee will then conduct the expertise review for the employee requesting the review. This review may involve a consultation with the employee requesting the review. A review of the entire department will not normally be conducted.

The Committee will submit its recommendations to the College for action.

The College will notify the employee who initiated the process in writing of its decision.

In the event that an employee disputes the outcome of the expertise review, he/she has the right to grieve the process under the terms of the SCFA Collective Agreement in accordance with the timelines established by the Joint Labor-Management Committee.

5.7 Asserting seniority rights and bumping

Employees who have had their expertise assessed will be able to assert their seniority rights within their discipline/program/service area.

For the employee who has been laid off by a discipline/program/service group reduction, the employee may

- a. Fill a vacant position in another discipline/program/service group for which he/she has the required expertise.
- b. If a vacant position is not available the employee will be eligible to exercise his/her seniority rights and bump the most junior employee in a position for which he/she has the expertise to perform all of the duties and responsibilities of the position.

It will be the responsibility of the laid off employee to notify the Human Resources Department of his/her decision to exercise his/her seniority rights within thirty (30) calendar days of receiving the layoff notice.

For the purpose of this article, the expertise requirements for bumping between discipline/program/service groups will consist of appropriate academic qualifications, satisfactory performance in the employee's discipline/program/service area, and currency in the discipline/program/service area within the past five (5) years.

Faculty, Faculty Assistant and Tutor positions will be assessed separately.

5.8 Interaction of Seniority Classifications

- a. Faculty seniority will not be applicable to faculty assistant work, and faculty assistant seniority will not be applicable to faculty work. That is, Faculty and Faculty Assistants are not entitled to bump each other.
- b. Faculty and faculty assistant seniority will be applicable to tutor work, but not the reverse.

In cases where an employee has seniority in more than one classification, the sum of applicable seniority calculations, as per points a) and b) will apply. For example, when seeking work as a tutor, an individual who has seniority as a faculty and a faculty assistant will have both his/her faculty and faculty assistant seniority applied to the tutor position.

In all cases, the employee will be paid according to the actual classification of work being done, not according to the seniority classification(s) used to acquire the work.

5.9 Employee recall

The College will inform employees on layoff who are eligible for recall of any vacancies within the bargaining unit to provide him or her the opportunity to demonstrate expertise for the position. It is responsibility of the Employee to provide the College with his or current contact information.

Employees who have been laid off will be recalled in order of seniority should suitable positions arise, for which they meet the expertise requirements, and within a period of fifteen (15) months from the time of layoff. The employee would have to indicate acceptance of the offer within thirty (30) days. Under extraordinary circumstances the College may ask the Association to waive or reduce the thirty (30) day period. Such request shall not be unreasonably denied.

Employees, who do not reply to a recall notice or who refuse a recall notice shall be deemed to have resigned from the College and shall lose their seniority and right to recall, except in cases where the position offered was for a period/proportion of appointment less than that held when laid off. An employee recalled from layoff will be placed at a salary step equivalent to that held prior to being terminated.

5.10 Severance Refund

If a laid off employee who was on a continuous appointment is recalled during the six (6) month period following termination or who is appointed to a vacancy within the bargaining unit, he/she will refund to the College the portion of severance that exceeds one (1) month's severance for each month's severance or percentage thereof for each month of layoff.

An employee who was on a continuous appointment and who receives severance and is recalled or who is appointed to a vacancy within in the bargaining unit will have his/her years of service for the purpose of future severance payments recalculated beginning with the employee's start date for the position to which he or she was recalled.

5.11 Access to College services for laid-off employees

An employee will be allowed to access College services for the purpose of preparing resumes and employment counseling during the notice period and for one (1) month after the date of layoff.

6 SUSPENSION AND DISMISSAL PROCEDURES

6.1 Dismissal for cause

Only the President may dismiss for just and reasonable cause or suspend an employee without pay. The President shall inform the employee of the grounds for dismissal or suspension at the time the action is taken. When employees believe themselves aggrieved by a dismissal or suspension action by the President, they may initiate a grievance.

The College is not required to provide notice to those persons who are dismissed for just and reasonable cause.

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 College 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.

6.3 Written notice

The College will advise the employee and the Association in writing of all dismissal and suspension actions and the reasons for such actions.

7 EMPLOYEE EVALUATION

PURPOSE

The purpose of employee evaluations is to foster excellence in employee performance, to facilitate communications, to enhance job satisfaction, to support the development of employees for the future and to obtain a body of information on which to base personnel decisions. Employee evaluation applies to all employees.

DEFINITIONS

“Yearly Review” is an annual meeting with post-probationary employee’s on regular appointment for the purpose of reflection, development and goal setting.

“Appraisal” is a simple process to document performance of an employee on a short-term or initial probationary appointment.

“Developmental Plan” is a plan created by an employee which is intended to identify and support that employee’s career and professional development goals. The creation of a developmental plan is optional and will not be used in an employee’s evaluation. An employee who chooses to create a developmental plan shall do so in consultation with their supervisor and/or another appropriate management representative and provide a copy to his or her supervisor.

“Comprehensive Evaluation” is a process to document the overall performance of an employee.

“Action Plan” is a plan developed by the supervisor in consultation with the employee that sets forth the actions that will be taken to achieve acceptable levels of performance as specified by the College.

“Corrective Probation” is the period of time following a second unsatisfactory comprehensive evaluation as per Article 7.8.4(ii), during which time the employee may make the necessary adjustments to achieve a satisfactory performance.

“Student Evaluation of Instruction” is the process by which the College collects student feedback on instructor effectiveness. A student evaluation of instruction will be provided directly to the instructor. For appraisals and comprehensive evaluations those student evaluations of instruction which are gathered in the year of evaluation will be used by the College as part of the employee’s evaluation.

7.1 Informal Process

Whenever the appropriate School Chair/Supervisor identifies a concern(s) with an employee's performance, he/she will meet with the employee to discuss the concern(s) and to help the employee develop strategies to address them. If this

meeting may be the basis of future disciplinary action, the employee will be advised of his or her rights to union representation as per Article 3.5.

7.2 Joint Evaluation Committee

A joint Selkirk College Faculty Association/Management Evaluation Committee will develop and review evaluation forms and procedures related to performance evaluation. The committee will consist of two members chosen by the College and two members chosen by the Association. Prior to submitting their recommendations to the Vice President Education and Students for approval, the committee will consult with the Institutional Research office, which is responsible for managing the process of student evaluation of instruction.

7.3 Evaluation records

Sources of data must be in writing and must be available to the employee being evaluated. A written record of each appraisal or comprehensive evaluation, including any supporting documentation that is used by the College for the purpose of evaluation, shall be maintained in a confidential manner by the College. The College shall provide the employee with a copy of his or her appraisal or comprehensive evaluation and any action plan related thereto.

7.4 General categories included in evaluation

Evaluation proceeds on a continuing basis. The following general categories should be included for evaluation

- a) effectiveness in performing the duties of the position.
- b) service to the College.
- c) professional status and growth.

7.5 Yearly Reviews

The College will conduct yearly reviews on a regularly scheduled basis. It is the responsibility of the appropriate School Chair/Supervisor to conduct yearly reviews in conjunction with the employee.

7.5.1 Sources of Data for Yearly Reviews

A yearly review may be informed by data from the following sources:

- a) student evaluation of instruction, at the discretion of the employee.
- b) the employee's self evaluation.
- c) the School Chair/Supervisor's evaluation of the employee.
- d) the employee's professional development goals and assigned duties for the upcoming year.

A summary of the discussion from the yearly review will be prepared and sent to the employee. The summary may be placed on the employee's file, at the employee's request.

7.6 Appraisals

The College will conduct appraisals of employees on short-term appointments and employees on an initial probationary period. It is the responsibility of the appropriate School Chair/Supervisor to conduct appraisals in conjunction with the employee.

7.6.1 Sources of Data for Appraisals

An appraisal will consist of a document that is informed by data from the following sources:

- a) student evaluations of instruction, where applicable.
- b) employee's self-evaluation.
- c) School Chair/Supervisor's evaluation.
- d) professional development activities and assigned duties, where applicable.
- e) other sources recommended by the joint SCFA/Management Evaluation Committee and approved by the Vice President, Education and Students as specified in Article 7.2.

7.6.2 Possible outcomes of an Appraisal

Possible outcomes of an appraisal are:

- a) Satisfactory Performance. No further action required.
- b) Unsatisfactory Performance. At least one of the following further actions is required:
 - i) Action Plan.
 - ii) Comprehensive Evaluation.
 - iii) Other actions that may be considered appropriate.

7.7 Comprehensive Evaluations

The College will conduct comprehensive evaluations on all employees on a scheduled basis. The procedures for these evaluations are as described in Article 7.8. It is the responsibility of the appropriate School Chair/Supervisor to conduct comprehensive evaluations in conjunction with the employee.

The Dean or Administrator or an employee has the right to request a comprehensive evaluation at any time.

7.7.1 Sources of Data for a Comprehensive Evaluation

Only the following sources may be used in a comprehensive evaluation:

- a) summary of the appraisal where appropriate.
- b) summaries of the discussions from yearly reviews, that the employee may have requested to place on his or her file.
- c) the employee's self-evaluation.
- d) School Chair/Supervisor's evaluation of the employee.
- e) student evaluation(s) of instruction taught during the year of the comprehensive evaluation, where applicable
- f) other sources, as recommended by the joint SCFA/Management Evaluation Committee and approved by the Vice President, Education and Students as per Article 7.2, such as peer/associate review.

7.7.2 Possible outcomes of a Comprehensive Evaluation

Possible outcomes of a comprehensive evaluation are:

- a) Satisfactory Performance. No further action required.
- b) Unsatisfactory Performance. The following are the consequences of an unsatisfactory comprehensive evaluation by type of employee appointment category.

Short term appointment

An employee with a short-term appointment with a definite term who receives an unsatisfactory comprehensive evaluation will not be offered a further appointment.

Initial probationary appointment

An employee with an initial probationary appointment to a position with an indefinite term who receives an unsatisfactory evaluation will have no further offer of employment made and employment shall cease.

Continuous appointment

An employee with a continuous appointment to a position with an indefinite term who receives an unsatisfactory evaluation will have his or her appointment continued subject to the procedure described in Article 7.8.4

7.8 Evaluation Process

After the first year of employment, all employees will have a comprehensive evaluation every fifth year unless the Dean or Administrator exercises his or her right to request or the employee requests a comprehensive evaluation.

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.

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

7.8.2 Regular Employees – Initial Evaluation Cycle

New regular employees have a one-year probationary period. During that period, employees will have an appraisal at the end of the first semester worked.

If the appraisal reveals unsatisfactory performance, the College will provide guidance and support services to assist the employee to improve performance through the development of an Action Plan. The Action Plan will document the level of improvement necessary to reach acceptable standards.

A comprehensive evaluation will be conducted near the completion of the initial probationary year.

If the comprehensive evaluation shows that the employee's performance is satisfactory, the employee will receive a continuous appointment as per Article 4.1.2. Thereafter, employees will be evaluated in accordance with Article 7.8.3.

If the comprehensive evaluation reveals unsatisfactory performance, employment shall cease in accordance with Article 4.1.1.

7.8.3 Regular Employees – Continuing Evaluation Cycle

Upon successful completion of the initial evaluation cycle 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.

7.8.4 Post-probation Unsatisfactory Evaluation

If a regular continuous employee's comprehensive evaluation is unsatisfactory the employer may apply the following procedure in the order listed:

- i. Action Plan and in four (4) months, a Second Comprehensive Evaluation
- ii. Corrective Probation (only when the Second Comprehensive Evaluation is unsatisfactory)
- iii. Third Comprehensive Evaluation (in the first semester of the corrective probation)
- iv. Fourth Comprehensive Evaluation (in the second semester of the corrective probation)
- v. Termination (when the Fourth Comprehensive Evaluation is unsatisfactory)

An action plan will be created and implemented. The College and the employee will document the level of improvement necessary to reach acceptable standards. The College will provide four (4) months to allow the employee to reach the acceptable standards. During these four months or longer as determined by the College, the employee will receive feedback on a regular basis from the Dean or Administrator on progress being made to reach the acceptable levels of performance.

If the second comprehensive evaluation shows that the employee's performance continues to be unsatisfactory, the College will place the employee on corrective probation for a period of one year and will advise the employee in writing of its dissatisfaction and will state those areas which require improvement. The employee will receive feedback on a regular basis during this corrective probationary period from the Dean or Administrator on progress being made to reach the acceptable levels of performance followed by a third and fourth comprehensive evaluation.

If either the third or fourth comprehensive evaluation shows that the employee's performance has become satisfactory, the employee will be removed from corrective probationary status and return to the continuous evaluation cycle as per Article 7.8.3.

If the third comprehensive evaluation is unsatisfactory the corrective probationary period will continue. If the fourth comprehensive evaluation prior to the end of the corrective probationary period shows that the performance has continued to be unsatisfactory, the employee shall receive three month's written notice that their employment will not be continued. A copy of the notification letter will be sent to the Association. The notification letter will be hand delivered by the Director of Human Resources or the notification letter will be sent to the home address of the employee by registered mail.

Failure by the College to notify the employee that their employment will not be continued implies that the appointment will be continued. Nothing in this Article prevents the College from terminating an employee for just cause.

7.9 Break in Service

If an employee is away from the College for two years or less, the employee will resume the evaluation cycle where he/she left off. If the break in service is in excess of 2 years, the employee will have a comprehensive evaluation at the end of their first year after returning to work, and then resume the evaluation cycle as per 7.8.3.

7.10 School Chairs

School Chairs are given a comprehensive evaluation prior to completion of their first year in the position, and again six months prior to the end of their three-year term. School Chairs who continue into subsequent terms will have a yearly review on an annual basis and every fifth year a comprehensive evaluation.

If a School Chair's first year evaluation is unsatisfactory, he or she will return to his/her previous work assignment or equivalent. Article 7.7.2(b) does not apply.

7.11 Grievances

Employees who disagree with an appraisal or comprehensive evaluation may grieve through the grievance procedure.

7.12 Removal of evaluation material from employee's file

Upon written request, employees will have evaluation material removed from their Personnel file after the completion of a satisfactory comprehensive evaluation.

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.

8 CONDITIONS OF EMPLOYMENT

8.1 General

It is the professional responsibility of faculty to participate in teaching and academic concerns, departmental and overall College matters.

8.1.1 Expectation to participate in broad array of programs

Employees are expected to keep abreast of development in their field. The educational obligations of Selkirk College are to a broad spectrum of the community, therefore, in addition to programs for full time students, Continuing and Adult Education programs involving evening courses, seminars, and institutes are provided. Employees will be selected with the expectation that they will participate in such programs.

8.1.2 Expectation to travel throughout College region

The Selkirk College region is extensive, incorporating many individual towns, cities and small communities. Employees will be expected to travel to locations outside the main campuses where programs are being run by the College. Travel expenses will be paid by the College. The College will pay travel expenses to those instructors who are assigned to inter-campus travel.

8.1.3 Change of campus – Employer Initiated

Selkirk College is a multi-campus institution. Employees may be required to transfer from campus to campus where instructional needs demand. Transfer to a campus twenty-five (25) or more kilometres further from the employees' permanent residence shall be reimbursed by the College for moving expenses which shall include the cost of moving and insuring the move of furniture and personal effects, temporary accommodation at the new location for a maximum of one month, the cost of service disconnections and connections, real estate fees incurred in the sale of previous residence, rental penalties, legal title search and transfer fees on the purchase of a new residence.

To be eligible to receive the dislocation allowance, employees must notify the College in writing of their intentions to relocate as a result of a transfer to another campus within 12 months of the date of their first day of work at the new location.

Employees will be eligible to claim the dislocation allowance for a period of two (2) years from the first day of work at the new location. The new campus will become the member's principal work location.

8.1.4 Change of campus – Employee Initiated

When a member applies for a position within the bargaining unit on another campus, the member will not be eligible for dislocation costs (Article 8.1.3) nor will the member be eligible for mileage reimbursement or workload credit (Article 8.3.12). The new campus will become the member's principal work location.

8.1.5 Free Parking

The College shall provide, free of charge, parking space for the motor vehicle of each employee covered by this Agreement.

8.2 Faculty Workload

8.2.1 Duties of faculty members

The duty of a Faculty Member may be teaching, or counseling, or the regular duties of a librarian, or program development, or other specified non-teaching duties. The maximum duty period for all College faculty shall not exceed ten (10) months.

8.2.2 Workload assignments

The Dean or appropriate Administrator, in consultation with the School Chair/Department Head, will determine equitable workloads for all faculty.

In consultation with the respective School Chair/Department Head, the Dean or Administrator may assign duties to Faculty Members different from their principal duties during all contracted times except the vacation period. Faculty members whose primary assignment is teaching are responsible for 34 working days of assigned duty.

The College agrees that special assignments, including the chairing of committees, shall be converted into workload credits when calculating workloads. Where such assignments result in an overload, the College will provide equivalent release time or overload payment in accordance with Schedule D. This provision shall also cover Faculty Assistants.

8.3 Instructional Faculty Assignments

It is the professional responsibility of a Faculty Member to prepare and deliver courses and to evaluate students. Assignments defined in this article are calculated based on Article 28 Schedule H: Workload Calculations.

8.3.1 Lectures

The weekly teaching workload is 16.0 regularly scheduled class contact hours where the principal instructional delivery mode is through the lecture method.

Each exam week will be equated on the same basis as a teaching week.

8.3.2 Clinicals

The weekly teaching workload is 21.0 regularly scheduled class contact hours where the principal instructional delivery mode is through the clinical method.

Clinical shall be defined as regularly scheduled nursing instruction in an external agency in which the student applies concepts and techniques under the conditions of the external agency, and in which the instructor assumes primary responsibility for instruction and evaluation of a student. Supervision of students is the prime responsibility of the instructor, but may be shared with personnel from the external agency.

The annual workload will consist of 683 hours of clinical class contact hours.

8.3.3 Laboratories

The weekly teaching workload is 23 regularly scheduled class contact hours where the principal instructional delivery mode is through the laboratory method. Labs are defined as those classes as stated in the College calendar and as approved by the Curriculum Committee procedures.

It is recognized that some labs require a higher rating than 70% (23 class contact hours/week). In such instances the Dean or appropriate Administrator, in consultation with the appropriate School Chair/Department Head, will recognize additional workload credits. For example, the lab courses identified in the Workload Committee report dated October 30, 1989 will be included in this category.

The annual workload will consist of 731 hours of lab class contact hours.

8.3.4 Practicum, Preceptorship Field Placement

Practicum, Preceptorship Field Placement is where student learning takes place off campus with the permission of an external agency. In some cases, student supervision and input to evaluation is by the staff of the external agency. This

would normally be the case in practica for Nursing, Early Childhood Education, Social Service Worker, and Special Needs. In these cases, the student may also require varying levels of observation by College Faculty.

The number of students in one section of a given practicum will be determined by the Dean in consultation with the School Chair/Department Head.

Effective August 1, 1993, during such an assignment, workload credit will be calculated on the basis that a 35 hour week is equivalent to a full weekly instructional assignment, i.e., 16 lecture hours as per section 8.3.1. Credit for work which must be done prior and subsequent to the assignment will be determined on an individual basis by the President in consultation with the Dean or appropriate Administrator and the Department Head.

8.3.5 Seminars

The weekly teaching workload is 32 regularly scheduled class contact hours where the principal instructional delivery mode is through the seminar method.

The annual workload will consist of 1024 hours of seminar class contact hours.

8.3.6 Aviation Program

The annual Aviation Department instructional workload will consist of any of the following categories or a prorated combination thereof:

- (a) 512 hours of lecture method class contact hours.
- (b) 417 simulator sessions.
- (c) 271 flight exercises.

Overloads will not include repeated flight exercises or simulator sessions. Overloads will not be paid unless the annual total, above, has been exceeded. Aviation Department Faculty will take professional or course development time in blocks of time throughout the year in order to accommodate the operational needs of the department.

It is the individual instructor's responsibility to participate, regularly, in professional and course development.

8.3.7 Music Program

The weekly teaching workload is 23 regularly scheduled class contact hours where the principal instructional delivery mode is through the ensemble method and 27 regularly scheduled class contact hours where the principal instructional delivery mode is through the individual instruction method. The annual workload will consist of 731 hours of ensemble class contact hours and/or 864 hours of individual instruction class contact hours.

8.3.8 Educational Technology: On-Line Courses

The use of educational technology to deliver on-line courses is a recognized method of instructional delivery.

Teaching on-line courses/offerings shall be a matter of instructor choice.

All work involving the development or delivery of on-line courses and programs shall be posted in accordance with the Collective Agreement.

All employees who develop course material shall have the right of first refusal to instruct the courses they have developed. In the event of layoff, Article 5 will apply.

Instructors shall be provided with all equipment required for course delivery, including technical support, by the institution. Technical support shall be provided to all instructors who are developing or delivering on-line courses; and instructors shall not be required to provide technical support to students in their courses. In addition, the College will provide for the invigilation of tests, exams and other supervised assignments.

8.3.9 Class contact hour

A class contact hour is defined as fifty to sixty (50 to 60) minutes in a regularly scheduled activity for which students have registered.

8.3.10 Student Numbers

With respect to the number of lecture section students they carry, instructors may choose either to receive overload payments calculated in accordance with Article 8.3.10(b) or to limit the maximum number of students they carry in accordance with Article 8.3.10(c).

- (a) For instructors on a proportional appointment, the number of lecture sections and the total number of lecture section students [in accordance with either Article 8.3.10.(b) or Article 8.3.10.(c)] will be reduced by multiplying the sections and student numbers by the proportion of the instructor's appointment.

- (b) The class contact hours shall be credited at the rate of two (2) minutes per week for every student in excess of 120 students per semester when 4 sections per semester have been carried or 135 students when 3 sections per semester have been carried or 150 students when 2 sections have been carried.
- (c) When an instructor carries 4 sections per semester the maximum number of students will be 160. When an instructor carries 3 sections the maximum number of students will be 180. When an instructor carries 2 sections the maximum number will be 200.
- (d) Student numbers will be defined as the number of students on the Registrar's class lists generated 21 calendar days after the first day of classes in each semester.
- (e) A section shall be defined as the lecture component of a course and all associated labs, seminars, clinicals, etc., taught by the same instructor.

8.3.11 Office hours

All instructors teaching full time will schedule at least five (5) office hours per week at times appropriate for student access. Proportional appointment instructors will be required to provide office hours corresponding to their appointment.

8.3.12 Workload credit for travel time

When a member is assigned instructional duties on a campus other than his/her principal work location he/she will receive workload credit for travel time from his/her principal work location to/from the other campus at a rate of 1/3 hour/week for each full one (1) hour/week of travel time.

For the purpose of calculating workload credits, travel time between the College's four main campuses will be deemed to be as follows:

Nelson-Castlegar: 1.5 hour (90 minutes) return trip

Trail-Castlegar: 1.0 hour (60 minutes) return trip

Trail-Nelson: 2.5 hour (150 minutes) return trip

Castlegar-Grand Forks: 2.5 hours (150 minutes) return trip

8.3.13 Annual workload

The annual workload will consist of 512 hours of lecture method class contact hours or equivalent. Workloads may be averaged over the preceding or subsequent semester/quarter. At no time shall any annual overload exceed 10% of a normal workload as defined above, except with the consent of the instructor. Voluntary overloads greater than 20% shall not be carried, except for temporary overloads greater than 20% which are the result of emergency situations, and for which written approval of the Association has been given. Instructors, who are in receipt of a proportional appointment, shall be required to provide instructional services in proportion to their appointment. For example, an instructor on a 50% proportional appointment shall be required to provide 256 hours of lecture equivalent instruction.

8.3.14 Effect of departmental workloads

Termination of an instructor's appointment under this article will be made only if the average workload for the instructor's department falls below 512 hours per year of lecture method equivalent hours.

Instructors who carry annual overloads will be provided equivalent release time or will be paid at the rates specified in Schedule D. An annual overload will be defined as being in excess of 512 lecture method hours or equivalent in an academic year. Overload payments will only be made if the average workload for the instructor's department exceeds 512 hours per year.

8.3.15 Overload for instructors with new courses

New faculty or experienced faculty with new courses will not be required to instruct a weekly overload in any given semester/quarter, except with the consent of the instructor.

8.3.16 Minimum time off

The College will schedule a 12-hour period free from instruction between the end of the last class of one day to the beginning of the first class of the next day, except with the employee's consent.

When determining faculty appointments the above guidelines shall be used.

8.4 Non-Instructional Assignments

8.4.1 Department Head Non-Instructional Assignments

Instructional Department Heads will receive additional workloads credits in recognition of their duties as head of a department in accordance with the following guidelines.

- (a) Three percent release time for each College employee whom they supervise.
- (b) An additional 20% of an annual workload may be provided where the department must maintain continuous contact with agencies which are an integral part of the department's instructional activity.
- (c) An additional 10% of an annual workload may be provided where the departmental non-personnel budget exceeds \$50,000.

Additional release time may be provided to meet other departmental needs not specified in 8.4.1 (b) or (c) above.

Notwithstanding any of the above, the total release time for an instructional Department Head shall not normally exceed 80% of a normal workload. Department Head release may only exceed 80% for a period of twelve (12) months without the approval of the Association.

8.4.2 Release time for coordinators

Coordinators will receive workload credits of three (3) hours per week in recognition of their non-instructional duties.

8.4.3 Effect of release time on departmental workloads

The College shall recognize the principle that any release time provided to an employee in addition to the provisions in 8.4.1. and 8.4.2. shall be also included in the departmental annual workload and shall be also included in the calculations of overload payment for the employee concerned. The employee and the Association shall be advised in writing by November 15 of each academic year of the release time to be provided.

8.4.4 Duty time for non-instructional faculty members

Effective April 1, 1993 non-instructional faculty members shall have a scheduled duty period of 35 hours per week. Each week of 35 hours of non-instructional duty time, or proportion thereof, will be deemed equivalent to 16 "lecture method" class contact hours, or portion thereof, for the purpose of calculating overloads and in cases of combined instructional and non-instructional assignments.

8.5 Faculty Assistant Assignments

The duty of a Faculty Assistant is to support the educational process by assisting faculty. Work assignments shall be equitably arranged by the School Chair/Department Head - normally on a thirty-five (35 hour, five (5) days per week basis throughout the year, but as required to meet the needs of the program/school Work scheduled in excess of thirty-five (35) hours per week will be calculated and paid on the same basis as Article 8.4.4 for non-instructional faculty.

When circumstances require, Faculty Assistants may be asked to teach a course in an area where they have particular expertise.

8.6 Conditions of Employment for Tutors

A weekly workload will consist of 35 duty hours.

A maximum annual workload will consist of 980 duty hours, over 2 semesters.

Tutoring work is not eligible for annualization or regularization as described in article 4.2.1 and 4.2.2.

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.

F. Sixth rights to work go by seniority to current short-term members who are not at 100% due to lack of available work.

G. Seventh 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.

8.8 Prior Learning Assessment and Recognition (PLAR)

A faculty member who carries out a Prior Learning Assessment and Recognition (PLAR) will be credited with assigned duty time as follows:

- a. Each hour of PLAR activity will be credited with one (1) hour of assigned duty.
- b. The credit for the completion of an Assessment and the awarding of appropriate recognition will not normally exceed five (5) hours.
- c. The faculty member must consult with her/his School Chair regarding the crediting of assigned duty hours for this activity.

8.9 Subsidiary Employment

All employees may undertake consulting work for which they are paid, provided the work is of an appropriate professional nature and does not interfere with their College duties, and provided further, that the President gives approval to such work.

8.10 Professional Development

8.10.1 College Contribution

The College will contribute to a fund in the amount of two (2) percent of the annual Association employment salary (based on monthly union dues deduction report) for approved short- and long-term professional and course development activities and assisted leaves as stated in Article 10.2. The amounts will be calculated and transferred monthly into this fund.

8.10.2 Use of Professional Development Fund

This fund will provide for individual, departmental and College-wide professional development activities for Association Members and any surplus will be carried forward from year to year.

8.10.3 Committee on Professional Development

A Committee on Professional Development consisting of five (5) elected Association members and two (2) administrators shall be formed to administer this fund. The Committee on Professional Development will develop its own terms of reference, subject to approval by the Association. This Committee will publish a list of supported activities and related disbursements three (3) times per year.

8.10.4 Professional development for Faculty Members

It is the responsibility of regular Faculty Members to select and engage in professional development and/or course development activities. Professional development activities are those activities undertaken by a Faculty Member that provide for and encourage currency in one's discipline and that assist to improve the quality, effectiveness, and/or efficiency of College programs and services. Course development activities are designed to prepare for the delivery of new courses or the revision of established courses.

Regular Faculty Members will be provided with 22 working days per academic year for professional and/or course development activities. Regular Faculty Members will develop in consultation with their appropriate School Chair/Department Head or appropriate Supervisor a professional/course development plan that is mutually acceptable. The Department Head/appropriate Supervisor will submit the proposal to the Dean/appropriate administrator for approval.

If the proposal is unacceptable, the School Chair/Department Head or appropriate Supervisor will be required to submit an acceptable proposal to the Dean/appropriate Administrator.

8.10.5 Professional development for Faculty Assistants

Regular Faculty Assistants will be provided with fifteen (15) working days per academic year for professional and/or course development activities. Regular Faculty Assistants will develop a professional/course development plan that is acceptable to their School Chair/Department Head or appropriate Supervisor. When a mutually acceptable plan has been agreed upon, the School Chair/Department Head or appropriate Supervisor will submit the plan to the Dean/appropriate Administrator for approval.

8.10.6 Request for additional PD

An employee may apply to the Dean/appropriate Administrator for professional/course development time in addition to the above.

8.10.7 Banking of PD time

If the Dean/appropriate Administrator approves tasks which infringe on an employee's course/professional development time, the Dean/appropriate Administrator will approve the banking of course development/professional development credits.

A two (2) year averaging or banking of time normally available for professional/course development duties may be arranged with prior approval of the Dean/appropriate Administrator.

8.11 Voluntary Workload Reduction

A continuous employee may submit a written request to his/her Dean prior to April 1 of the year in which they wish to obtain approval for a voluntary workload reduction for a period up to one year. Approval for such a request will be based on the impact on departmental workloads and assignments. Approval or denial of the request will be given to the employee within 30 days of the written request. Should the employee wish to continue the voluntary workload reduction beyond one year, the employee must re-submit the request for consideration. If the voluntary workload reduction continues for three consecutive years then:

- a) the employee's reduced proportion will become permanent based on their appointment percentage in the third year of reduction,
- b) subject to workload availability within the department, the employee may at a later date request a return to his/her original proportion at the time of the voluntary reduction.

If the College, in accordance with Article 5.1, lays off an employee who is on a voluntary workload reduction (i.e. the reduction has been in effect for less than three consecutive years), the severance payments will be based on the employee's workload prior to the reduction. If a voluntary workload reduction has become permanent, as per Article 8.3.17a), severance payments will be made based on the employee's current workload percentage.

An employee on a voluntary workload reduction will accrue seniority in accordance with the reduced proportion.

9 SALARY CATEGORIES, PLACEMENT AND EMPLOYEE BENEFITS

Employees may be appointed to one of two categories.

9.1 Faculty

Faculty Members who are responsible for a university transfer course will normally hold a Master's or higher degree in the subject area they teach.

Faculty Members who are responsible for a course offered as part of a career program may be required to have considerable field experience in order to acquire mastery of a particular body of knowledge. In such instances, Faculty Members will normally hold a Master's degree, relevant professional certification, or their equivalent in addition to the required field experience.

Faculty Members who are responsible for performing professional non-instructional duties will normally hold a Master's or higher degree or other relevant professional certification in the appropriate field.

9.2 Faculty Assistant

Faculty Assistants in career programs will normally hold a minimum two year diploma in an appropriate discipline.

Faculty Assistants in all other areas, including courses that are part of a baccalaureate program, will normally hold a minimum bachelors degree in an appropriate discipline.

9.3 Salary Range

A salary schedule for Faculty Members is contained in Schedule A and for the Faculty Assistants in Schedule B.

9.3.1 Placement on Scale

The initial placement of new employees within these ranges will be recommended by the Director of Human Resources, to the President, following discussion with the Dean/School Chair/Department Head. The placement of new employees on the salary scale will be based on education and years of previous related experience.

New employees will be given a written explanation of how their scale placement was determined and will receive a signoff copy of their completed scale placement form.

Within the first year of appointment, employees may request that their placement on scale be reviewed. Such a request will be submitted in writing to the appropriate Administrator. Upon receipt of the request a written acknowledgement will be issued. Further, within ten (10) days of receipt of the request, the Director of Human Resources will review the placement and make a recommendation to the President for a decision.

9.3.2 Salary increments

Salary increments effective July 1 are awarded on the basis of satisfactory evaluation. Employees will be advised by June 30th of their placement as of each July following. Employees who have not been advised by June 30th of an unsatisfactory evaluation shall receive salary increments for which they are eligible.

9.3.3 Proportional appointments and scale placement

The College will recognize proportional or short term appointments, on a pro-rated basis, when calculating teaching experience for salary scale placement.

All new instructors will be required to provide 512 hours of lecture method equivalent hours of instruction when calculating teaching experience for salary scale placement or to accumulate seniority.

9.3.4 Faculty Assistants with teaching assignments

When Faculty Assistants are asked to take responsibility for teaching a course that constitutes 20 percent or less of a full instructional workload, they will be compensated for the overload in accordance with Schedule D.

When a Faculty Assistant is assigned more than 20 percent of a full instructional workload, the following conditions will apply.

- (a) The Faculty Assistant will have his/her Faculty Assistant duties reduced by the proportion that corresponds to that of the instructional assignment.
- (b) The employee's salary will be adjusted based on proportion for the instructional assignment. For the instructional proportion, he/she will be placed on Schedule A on a step that is one higher in dollar value than his/her step on the scale in Schedule B for his/her Faculty Assistant duties. For his/her Faculty Assistant duties, the employee's salary will be based on his/her step on the scale in Schedule B.
- (c) When Faculty Assistants are teaching over twenty (20) percent of an annual normal workload, vacation benefits which apply to faculty will be pro-rated according to the proportion of the instructional and the Faculty Assistant assignment.
- (d) If a Faculty Assistant, who holds the required qualifications, expertise and experience, becomes a Faculty Member on an on-going basis, their placement on the Schedule A scale will be in accordance with the placement criteria used for new employees but will not be placed lower than the salary they received as a faculty assistant.

9.4 Sick Leave

9.4.1 Continuous appointments

All employees, except those specified in 9.4.2 are covered by article 9.3 of the Common Agreement.

Employees returning to work after a period of two years on Long Term Disability will be assigned to an equivalent position, subject to expertise and institutional need. If no equivalent position is available, the employee may choose to assert their seniority rights within the discipline service area in accordance with Article 5.

9.4.2 Short-term or probationary appointments

Employees whose terms of appointment are less than 50% or less than four (4) months will be entitled to a credit of twenty (20) days of sick leave and will accumulate sick leave credits of one and one-half (1½) days for each month employed thereafter.

9.4.3 Duty to provide proof of illness

After the first week of illness, sick leave with pay will not be granted nor shall payments continue until proof of such illness has been filed with the Director, Human Resources. The College may require an employee to be examined by a medical practitioner who has been selected by the President of Selkirk College and the President of the Selkirk College Faculty Association. The medical practitioner shall decide whether the employee is capable or incapable of performing their regular duties.

9.5 Health Benefit Plans

The College agrees to provide the following health benefit plans to all full time, probationary, continuous appointment and short-term appointment employees provided they meet the eligibility requirements of the Plans.

The College agrees to contribute towards the premiums of said Plans in the following manner:

| Plan | College Contributions for Full-time Employees | Employee Contribution |
|--|---|-----------------------|
| Medical Services Plan of B.C. (M.S.P.) | 100% | 0% |
| Extended Health Benefits | 100% | 0% |
| Life Insurance | 100% | 0% |
| Long Term Disability | 100% | 0% |
| Dental | 100% | 0% |

9.5.1 Eligibility for employees on proportional appointment

Employees who are hired to proportional appointments shall be entitled to receive College contributions to said Plans on a pro-rated basis in proportion to time worked by a full time employee. Eligibility for said benefit plans shall be in accordance with the benefit plan regulations.

9.5.2 Eligibility for employees on reduced workload

The College agrees to contribute towards the premiums of the Health Benefit Plans, as stated in Clause 9.5, for those full time employees who have had their appointments reduced to 50 percent proportional appointments or more as the result of action taken by the College. Employees who have their appointments reduced to a proportional appointment of 49 percent or less, or who request a proportional appointment, will receive College contributions as stated in Article 9.5.1.

9.5.3 Changes in benefit plans and use of savings

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.

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.

9.6 Merit Recognition

The College shall annually deposit into a fund an amount of \$4,000.00. Funds shall be administered by the Standing Committee on Professional Excellence (SCOPE) which shall be responsible for the judgment of professional excellence among faculty. The Committee will forward their decision to the College.

This Committee will consist of six (6) members elected by the Selkirk College Faculty Association and two (2) members appointed by the President.

9.7 Business Travel Accident Insurance

| | |
|---------------------|------------------|
| Classification | - all employees. |
| Amount of Insurance | - \$50,000.00 |

This coverage is in addition to the regular group life insurance and is payable in the event of accidental death or dismemberment while traveling on College business other than regular daily travel to and from work.

9.8 Retirement Benefits**9.8.1 Pension Buy Back**

The College will match the employee's contribution for three (3) years of additional pensionable service for work at Selkirk College by employees who retire between the age of 55 and 65, who have ten (10) years of service with the College and who are eligible under the Pension (College) plan.

Employees who wish to apply for this benefit must submit their application to the College prior to December 1 of the year prior to the fiscal year the employee wishes to retire.

Enrolment in the College Pension Plan shall be provided in the Common Agreement.

9.8.2 Early Retirement Incentive

For the purposes of this article early retirement is defined as retirement after age 55 and before age 65.

During any appointment year, starting April 1, 1995, the College will offer or accept at least one, or the equivalent of at least one, five year early retirement incentive, provided that there are any such requests.

9.8.2.1 Qualification/Criteria

The College may offer to an employee or an employee may request an early retirement incentive provided the employee meets the following qualifications

1. is age 55 or over;
2. has a minimum of ten years employment with the College;
3. is a regular employee on continuing appointment at the time of early retirement;
4. is on the maximum step of the salary scale;
5. resigns for purposes of retirement as a regular employee.

9.8.2.2 Selection Criteria

Where the number of qualified employees is greater than the number of retirement incentives available in a given appointment year, the allocation of retirement incentives will be decided based on the following priorities

- a) employees within an affected discipline where downsizing is planned;
- b) employees with the greatest total of years of age plus years of service.

9.8.2.3 Application Dates for Early Retirement

- a) An employee who wishes to be considered for an early retirement incentive must make the necessary application by November 1. The College will consider all applications and offers will be made to employees by the following March 31.
- b) An employee has the right to accept or decline an early retirement incentive offer made by the College within thirty (30) days of the offer being made.
- c) All applications for early retirement incentive which have not been granted by the College will be considered standing applications for the following twelve (12) month period.
- d) When an offer of an early retirement incentive is accepted, an employee's early retirement will be effective on a date mutually agreed upon between the employee and the College. All earned vacation entitlements shall be utilized prior to the date of retirement.
- e) The individual employee's early retirement incentive agreement will be in writing and will specify the early retirement date, the payment date or dates, and the specific dollar amount of the incentive.

- f) The College will provide the Association with copies of all early retirement incentive agreements and the names of all those employees who applied for early retirement whenever such applications are received by the College.

9.8.2.4 Early Retirement - Incentive Payment

- a) The early retirement incentive will be based on the number of full years to retirement and will be paid in the following amounts:

| Full Years to Retirement | Payout |
|---------------------------------|---------------|
| 1 | 15% of salary |
| 2 | 30% of salary |
| 3 | 45% of salary |
| 4 | 60% of salary |
| 5 or more | 75% of salary |

- b) The early retirement incentive payment will be based on the employees salary, exclusive of stipends, at the date of retirement.
- c) The early retirement incentive will be paid in equal yearly payments, based on full years to retirement, until the employee's normal retirement date has been reached or, five (5) yearly payments have been made. The early retirement incentive may be paid using any other mutually agreed upon payment plan which takes into account the individual employee's personal circumstances.

9.9 Payment of legal costs

The College agrees to pay any judgment against employees arising out of the lawful performance of their duties. The College agrees to pay the legal cost incurred in such proceedings and agrees not to seek indemnity against employees whose lawful actions result in a judgment against the College. This clause does not include legal costs incurred by employees who, on their own initiative, engage personal legal assistance to represent their interests. This clause shall not apply to College employees who are not acting within their scope of employment.

The payment of legal costs does not cover an employee for legal costs arising out of a claim demand or lawsuit commenced by or on behalf of an employee against the College.

10 LEAVE OF ABSENCE

Upon the approval of the President, an employee may be granted leave with or without pay for good and sufficient reason.

10.1 Assisted Leave for Professional Development

10.1.1 Eligibility

An employee becomes eligible to apply for assisted leave after completing the equivalent of three (3) years of full time employment with the College.

10.1.2 Application

An employee who applies for an assisted leave shall submit his/her request to the Convenor of the Professional Development Committee prior to October 1 of the year proceeding the requested leave of absence. The application must include a letter of support from the Dean, including tentative start and end dates.

10.1.3 Procedures

Applications for assisted leave will be processed as follows

1. The Professional Development Committee will screen the applications and will make their recommendations to the President by November 15.
2. The President will communicate his/her approval of the Committee's recommendation directly to the successful candidate (s). Should the President not accept the Committee's recommendation, he/she will discuss his/her concerns with the Convenor of the Committee prior to formally rejecting the recommendation.

3. Successful candidates will advise the President of their acceptance/refusal of the assisted leave within three (3) weeks of the date the President's approval of the leave was communicated to them.
4. The P.D. Committee will respond in writing to the applicants whose application has been rejected or deferred, stating the reasons.
5. The Professional Development Fund established under Article 8.10.1. will be used to cover the actual cost of salary and benefits paid to the candidates granted assisted leaves under this Article.
6. If an applicant whose application has been approved decides to forego the opportunity for an assisted leave the Committee may process other applications in accordance with established policies.

10.1.4 Level of financial support

When assisted leave is granted, employees will normally receive seventy-five (75%) per cent of their base salary, provided that funds from outside sources, excluding research and travel grants, do not bring their total earnings to more than one hundred (100%) per cent of their base salary. If employees earn more than one hundred (100%) per cent of their base salary the assistance will be reduced accordingly. Employees on such leave will report their taxable salary income for each of the calendar years so affected.

In other special instances which are mutually agreed upon by the employee, the College and the Association, the level of support may be other than seventy-five (75%) per cent.

10.1.5 Requirement to return to work after a leave

Employees are required to return to the College upon completion of leave for a period equal to that for which assistance was given. When employees return they will be placed in a salary level at least equivalent to that held prior to going on leave. Employees who elect not to return to the College after completing their period of assisted leave will be required to refund to the PD Fund that portion of their regular salary which they have received from the PD Fund during the period of assisted leave. This refund payment may be waived by the mutual agreement of the Association and the College. An employee will be deemed to have returned to the College, for purposes of this clause only, if he/she is unable to return to the workplace as the result of an illness or injury.

10.1.6 Benefit entitlements

For the purposes of employee benefits (except sick leave as defined in Section 9.4.1), contributions to the benefit plans, salary increases and seniority, employees on assisted leave are regarded as full time employees of the College.

10.2 Unassisted leaves

In cases which do not qualify for assisted leave, employees, upon approval of the President, may be granted leave without assistance for any purpose up to a maximum period of twelve (12) months. Upon completion of leave without assistance, employees are assured of resuming duties in a position and salary level placement equivalent to that held prior to going on leave.

For employees on leave without pay, all benefit payments, including the College's share, shall be the responsibility of the employee. If employees proceeding on leave without pay make prior payment to the College of both the employee's share and the College's share of any or all benefits, the College shall remit these payments to ensure continuous coverage. Participation in the pension plan during leave may continue in accordance with the provisions of the College (Pension) Act.

10.3 Maternity and Parental Leave (includes Adoption)

10.3.1 Maternity Leave

An employee, on written request, is entitled to a maternity leave of absence without pay from work for a period of up to eighteen (18) weeks commencing anytime in the eleven (11) weeks immediately before the expected delivery date.

Leave may commence at any time prior to the maternity leave where such leave is requested by the employee and approved by her medical practitioner. Any leave will not draw down the maternity leave entitlement.

10.3.2 Parental Leave (includes Adoption)

An employee, on written request, is entitled to an additional twelve (12) weeks parental leave without pay taken in accordance with the Employment Standards Act as follows:

- (a) The Natural Mother is entitled to such leave immediately following the expiry of the Maternity Leave.
- (b) The Natural Father is entitled to such leave commencing any time within the 52 weeks of the child's date of birth.
- (c) The Adoptive Parent is entitled to such leave within 52 weeks of the date the adoptive child comes into actual custody.

10.3.3 Benefits

The Employer shall continue to make payments to any pension, medical or other plan beneficial to the employee while the employee is absent from work under maternity or parental leave in the same manner as if the employee were not absent.

10.3.4 Reinstatement

When an employee resumes employment at the expiration of the parental or maternity leave, the employee shall be reinstated in all aspects into the position previously occupied by the employee or a comparable position and with all incremental wages and benefits to which the employee would have been entitled had the leave not been taken.

10.3.5 Notification of Leave Request

An employee will make every effort to request such leaves at least sixteen (16) weeks, but no less than four (4) weeks in advance of the date on which the leave is to commence. The employee will attempt to schedule her/his departure and return coincident with the beginning or end of a semester.

10.4 Political Leave

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

If elected to full time office, a leave of absence without pay shall be provided for one (1) term of office. The employee shall submit a request at least one (1) month prior to the anticipated commencement of said leave.

The terms and conditions of such a leave of absence will be in accordance with Article 10.3.

Instructional faculty, who are returning from such leave, shall resume their duties at the beginning of the next recognized semester. Non-instructional faculty shall return at the earliest convenience of the College but not later than four (4) months from the date of the employee's written notification.

10.5 Leave for Association Business**10.5.1 Leave for FPSE assignments**

A Faculty Member selected for a full time position in the College-Institute Educators' Association of B.C. or any successor organization to FPSE shall be granted full time leave of absence to the following conditions:

As soon as possible in advance of the leave, the Association shall notify the College of the possibility of this clause being invoked. The Association shall provide the College with written notice by June 2 requesting leave under this clause.

A Faculty Member on leave under this clause shall continue to receive full salary and benefits from the College. The Association shall, on a monthly basis, reimburse the College for the full amount of the Faculty Member's salary and benefits.

The terms and conditions of such leave of absence will be in accordance with Article 10.3 but shall not exceed a period of two (2) years.

10.5.2 Leave for negotiating a new collective agreement

When a new collective agreement is being negotiated, the College will provide paid release from scheduled duties to Association bargaining team members in order that they may participate in negotiation sessions with the College when these sessions conflict with their regular duties. The Parties will make every effort to schedule negotiation meetings to minimize such scheduling conflicts while maintaining a reasonable frequency of bargaining sessions.

10.6 Compassionate Leave

A regular employee shall be granted five (5) working days leave without loss of pay or benefits in the case of the death of the employee's spouse, parent, or child, and three (3) working days leave without loss of pay or benefits in the case of the death of the employee's brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandchild.

Reasonable leave of absence without pay shall be granted for travel and estate affairs associated with such paid leave.

11 VACATION**11.1 Vacation Entitlement for Faculty**

To establish vacation entitlement, the vacation accrual period shall run from July 1 of one year to June 30 of the next year.

Full time Faculty Members shall accrue vacation credits at the rate of four (4) days of paid vacation for each month worked to a maximum of forty (40) days.

A Faculty Member on a proportional appointment will receive a vacation of four (4) days per month multiplied by the number of months worked, multiplied by the proportional appointment.

11.2 Vacation Entitlement for Faculty Assistants

Probationary and continuous appointment Faculty Assistants who have been employed by the College for ten and one-half (10.5) months prior to June 30 of each year, are entitled to a vacation of six (6) weeks annually. In addition, Faculty Assistants who are normally scheduled to work from December 27 to December 31 of each year shall be granted these days off with pay if said days fall on normal working days.

11.2.1 Probationary and continuous appointment

Probationary and continuous appointment Faculty Assistants, who have been employed by the College for less than ten and one-half (10.5) months prior to June 30 of each year, will receive a vacation pro-rated over ten and one-half (10.5) months in accordance with the number of months employed.

11.2.2 Short-term and proportional appointment

Short-term and proportional appointment Faculty Assistants, who have been employed for six (6) months or more per year, will receive a vacation pro-rated over ten and one-half (10.5) months in accordance with the number of months employed.

11.3 Payment in lieu for casual employees

Casual employees will be paid 8 percent of gross salary, in lieu of vacation, on each pay cheque. Short-term and proportional appointment employees, who have been offered an appointment of less than six (6) months per year, will be paid 8 percent of gross salary, in lieu of vacation, on each pay cheque.

11.4 Vacation credits

11.4.1 Vacation Pay for short-term appointments

All short term faculty and faculty assistant appointments that are offered for a period equal to or greater than 6 months will have vacation pay calculated at 16% for faculty, and 12% for faculty assistants. In the event that the short term appointment is extended beyond six months, the vacation pay will be calculated and paid from the first day of the extension beyond 6 months and for the duration of the extension. Vacation calculations for the initial appointment will be adjusted and paid retroactively.

11.4.2 Resignation

Regular appointment employees who submit their resignation will endeavour to utilize their vacation credits prior to their last day of employment.

Regular appointment employees who are unable to schedule their vacation prior to their resignation date shall receive a payment equal to their vacation credits on their last day of employment.

11.4.3 Short term appointments

Short term appointment employees shall receive a payment equal to their vacation credits on their last day of employment.

11.4.4 Calculation

For the purpose of calculating vacation credits a "month worked" shall be defined as the period of time a Faculty Member or Faculty Assistant provides Faculty Member duties (Article 1.2), Faculty Assistant duties, assigned departmental duties and/or professional development. Vacation and leaves of absence without pay do not qualify as "time worked."

11.5 Vacation Schedule

Employees shall submit their vacation requests to the School Chair/appropriate Supervisor prior to April 1 of each year.

The Dean/appropriate Administrator shall, within thirty (30) days of receipt of the vacation plan from the School Chair/Supervisor, approve the vacation plan or discuss alternate dates. Should the College fail to respond within this period, the employee's vacation plans shall be considered approved.

11.6 Banking or averaging vacation time

A two (2) year averaging or banking of time normally available for vacation may be arranged with prior approval of the Dean or appropriate Administrator.

12 TECHNOLOGICAL CHANGE

12.1 Definition

Technological change is defined as a change in work methods that may include but is not limited to electronic, self instructional, packaged, or pre-programmed educational service which would result in the layoff or displacement of one (1) or more faculty positions.

12.2 Discussion with Association

Should the College intend to introduce such technological changes, the College will inform and discuss the details of such changes with the Association sixty (60) days prior to the proposed implementation date.

12.3 Layoff resulting from Technological Change

If an employee laid off or displaced as a result of technological change is qualified and suitable for another vacant position within the bargaining unit, the employee will be given the right of first refusal to fill the position.

Employees laid off or displaced as a result of technological change shall be provided with opportunities for retraining to qualify for available vacant positions within the bargaining unit.

A Technological Change Committee will be established with equal representation between the College and the Faculty Association to determine the extent and nature of retraining to be offered.

The provisions of Article 5 will apply to any employee who is laid off as a result of technological change.

13 GRIEVANCE PROCEDURE AND ARBITRATION

Any difference arising between the parties concerning the interpretation, application, or any violation of the agreement shall be resolved without work stoppage in the following manner:

13.1 Stage 1

The employee shall first submit the matter in writing, to the Dean/Administrator involved, within thirty (30) working days of the date on which the incident giving rise to the alleged grievance occurred or of the time when the grievor could have reasonably been expected to become aware of the incident, whichever is later. The Dean/Administrator shall respond within five (5) working days. This stage shall be considered as the official commencement of the grievance procedure. A copy of the submission shall be sent to the Association President and the Director of Human Resources.

General union or policy grievances will commence at Stage II.

13.2 Stage II

If a resolution is not achieved in Stage 1 the Association may submit the grievance in writing to the Vice President responsible for the program or service area within five (5) working days from the date of the Dean/Administrator response in Stage I. The parties will endeavour to resolve the matter at this stage. The Vice President shall render his/her decision within five (5) working days.

13.3 Stage III

If a resolution is not achieved in Stage II the grievance may be referred by the Association to the College President within five (5) working days from the date of the Vice President's response in Stage II. The parties will endeavour to resolve the matter at this stage. The President shall render his/her decision within ten (10) working days.

13.4 Stage IV

If a resolution is not achieved in Stage III the difference may be referred to arbitration within ten (10) working days of the Stage III decision.

If the Association fails to advise the College in writing that they intend to refer the grievance to arbitration within the ten (10) working day time limit, the grievance shall be deemed to be abandoned.

13.4.1 Arbitrators

When a party has requested that a grievance be submitted to arbitration, the grievance shall be submitted to one of the following single arbitrators on a rotational basis, subject to their availability.

- a) Chris Sullivan
- b) Marguerite Jackson
- c) Joan Gordon
- d) Mark Brown

The arbitrator shall have the same powers and authority as an arbitration board and may determine his/her own procedure in accordance with the Labour Relations Code. The Arbitrator shall give full opportunity to all parties to present evidence and make full representations. The decision of the arbitrator shall be final, binding and enforceable on the parties. The arbitrator shall not have the power to change this Agreement.

Should the parties disagree as to the meaning of the arbitrator's decision, either party may apply to the arbitrator to clarify the decision, which he/she shall make every effort to do within seven (7) days of the receipt of such application.

13.4.2 Costs and timelines

Each party shall pay one half (0.5) of the fees and expenses of the arbitrator.

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties. All requests for time limit extensions and all responses must be in writing.

13.5 Grievance timelines

The party responsible for advancing the grievance to each succeeding step shall do so by notifying the other party in writing within the prescribed time limits. The succeeding stage shall commence the day following receipt of such notice. If such notice is not given, or if a College response is not received, the grievance will be automatically advanced to the next stage of the grievance procedure.

Extensions of the time periods in the steps shall be made only by agreement of both parties.

13.6 Dismissal, discipline and suspension

Any employee bound by this Agreement who alleges dismissal, discipline, or suspension for other than proper cause, shall be entitled to have such grievance settled in accordance with the grievance procedure set forth above.

13.7 Right to representation

An employee with a grievance has the right to Association representation during any times when matters relating to the grievance are discussed.

14 SPECIAL STIPENDS

14.1 Coordinators and Department Heads

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

Department Head and Coordinator stipends are contained in Schedule C.

15 PICKET LINE

Employees refusing to cross a legal picket line shall not be penalized except that they shall not be entitled to receive pay for the work not performed.

16 HUMAN RIGHTS

The Association and the College agree that the provisions of Section 13 of the Human Rights Code (1996) apply as though included in and forming part of this agreement.

The parties agree that there shall be no discrimination except where such discrimination is based on a bona fide employment requirement.

17 PERSONAL AND SEXUAL HARASSMENT

The Association and the College acknowledge the right of all employees to work in an environment that asserts the personal worth and dignity of each individual.

The College will provide a working environment that is free from personal and sexual harassment. Personal and sexual harassment may occur as a single incident or over a period of time. A combined series of incidents, of which any one in isolation would not necessarily be considered harassment, may also constitute personal/sexual harassment.

For the purpose of this article

“Sexual harassment” is defined as any unwelcome statements or actions that have any sexual connotation, implication or innuendo whatsoever, and that would tend to create an intimidating, hostile, offensive or defensive working environment in the mind of a reasonable person.

“Personal harassment” is defined as offensive comment and/or actions that create an abusive or intimidating work environment in the mind of a reasonable person.

Comments or actions that serve a legitimate work-related purpose shall not be deemed to constitute personal/sexual harassment under this article.

Employees may process complaints about sexual and personal harassment through the grievance procedure. An employee, whether the complainant or the subject of a complaint, has the right to Association representation at all meetings, interviews and hearings, when it is requested.

All grievances under this article shall be initiated within six (6) months of the event. In the case of a series of events, a grievance should be filed no later than six (6) months after the last event in the series on which the complaint is based.

Every effort shall be made to comply with the time limits of this article, but these time limits may be modified by mutual consent.

Where the complainant and the person who is the subject of the complaint are both members of the bargaining unit, then the arbitrator seized with the grievance of harassment shall also have jurisdiction in respect of any grievance arising from related discipline of the employee who is the subject of the complaint.

If the subject of the complaint is the Administrator to whom the grievance would normally be submitted, the complainant may commence the grievance at the next stage.

The complainant may also choose to file a simultaneous complaint with the Human Rights Council.

18 HIRING PROCEDURES/SELECTION COMMITTEES

18.1 Vacancy notice to laid-off employees

The College shall send notice of vacancies to employees terminated under Article 5.

18.2 Selection procedures

Selection Committees shall be established in accordance with College Policy #B6005.1, effective Board Adoption date of 1991 06 15.

The College will establish the selection procedure in accordance with College Policy #B6005.1, effective Board Adoption date of 1991 06 15.

18.3 Internal postings

All vacancies in the bargaining unit will be posted internally for seven (7) days. At its discretion, the Employer may post vacancies externally concurrent with the internal position. However, the Employer may consider external applicants only if there are no qualified internal applicant(s).

19 HEALTH AND SAFETY

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. 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.

20 TERM OF AGREEMENT

This agreement unless changed by the mutual consent of both parties hereto, shall be in force and effect from April 1, 2012 to March 31, 2014 and thereafter from year to year unless either party serves notice to commence collective bargaining in accordance with the Labour Relations Code of B.C.

Signed this _____ day of _____, 2014

For Selkirk College ("the College")

For the Selkirk College Faculty Association ("the Association")

Chair, Selkirk College Board

President, Selkirk College Faculty Association

President

Vice President – Negotiations

Chair, Selkirk College Negotiation Committee

For the Post-Secondary Employer's Association

Chair, Post-Secondary Employer's Association

21 SCHEDULE A- - FACULTY ANNUAL SALARY

| STEP | 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 | |
|------|-------------------------------|----------|-------------------------------|----------|-------------------------------|----------|------------------------------|----------|-------------------------------|----------|
| | Annual | Monthly | Annual | Monthly | Annual | Monthly | Annual | Monthly | Annual | Monthly |
| 1 | 83,231 | 6,935.92 | 84,063 | 7,005.25 | 84,904 | 7,075.33 | 85,753 | 7,146.09 | 86,611 | 7,217.55 |
| 2 | 77,970 | 6,497.50 | 78,750 | 6,562.50 | 79,538 | 6,628.17 | 80,333 | 6,694.45 | 81,136 | 6,761.39 |
| 3 | 72,628 | 6,052.33 | 73,354 | 6,112.83 | 74,088 | 6,174.00 | 74,829 | 6,235.74 | 75,577 | 6,298.10 |
| 4 | 69,655 | 5,804.58 | 70,352 | 5,862.67 | 71,056 | 5,921.33 | 71,767 | 5,980.55 | 72,485 | 6,040.35 |
| 5 | 67,104 | 5,592.00 | 67,775 | 5,647.92 | 68,453 | 5,704.42 | 69,138 | 5,761.46 | 69,829 | 5,819.08 |
| 6 | 64,553 | 5,379.42 | 65,199 | 5,433.25 | 65,851 | 5,487.58 | 66,510 | 5,542.46 | 67,175 | 5,597.88 |
| 7 | 62,002 | 5,166.83 | 62,622 | 5,218.50 | 63,248 | 5,270.67 | 63,880 | 5,323.37 | 64,519 | 5,376.61 |
| 8 | 59,450 | 4,954.17 | 60,045 | 5,003.75 | 60,645 | 5,053.75 | 61,251 | 5,104.29 | 61,864 | 5,155.33 |
| 9 | 56,899 | 4,741.58 | 57,468 | 4,789.00 | 58,043 | 4,836.92 | 58,623 | 4,885.29 | 59,209 | 4,934.14 |
| 10 | 54,348 | 4,529.00 | 54,891 | 4,574.25 | 55,440 | 4,620.00 | 55,994 | 4,666.20 | 56,554 | 4,712.86 |
| 11 | 51,797 | 4,316.42 | 52,315 | 4,359.58 | 52,838 | 4,403.17 | 53,366 | 4,447.20 | 53,900 | 4,491.67 |

22 SCHEDULE B – FACULTY ASSISTANT ANNUAL SALARY

The Faculty Assistants salary scales – Schedule B and Schedule D2 – will be 80% of the corresponding Faculty salary scales – Schedule A1 and Schedule D1.

| STEP | 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 | |
|------|-------------------------------|----------|-------------------------------|----------|-------------------------------|----------|------------------------------|----------|-------------------------------|----------|
| | Annual | Monthly | Annual | Monthly | Annual | Monthly | Annual | Monthly | Annual | Monthly |
| 1 | 66,585 | 5,548.73 | 67,251 | 5,604.25 | 67,924 | 5,660.33 | 68,603 | 5,716.94 | 69,289 | 5,774.11 |
| 2 | 62,376 | 5,198.00 | 63,000 | 5,250.00 | 63,630 | 5,302.50 | 64,266 | 5,355.53 | 64,909 | 5,409.08 |
| 3 | 58,102 | 4,841.87 | 58,683 | 4,890.25 | 59,270 | 4,939.17 | 59,863 | 4,988.56 | 60,462 | 5,038.44 |
| 4 | 55,724 | 4,643.67 | 56,281 | 4,690.08 | 56,844 | 4,737.00 | 57,412 | 4,784.37 | 57,986 | 4,832.21 |
| 5 | 53,683 | 4,473.60 | 54,220 | 4,518.33 | 54,762 | 4,563.50 | 55,310 | 4,609.14 | 55,863 | 4,655.23 |
| 6 | 51,642 | 4,303.53 | 52,158 | 4,346.50 | 52,680 | 4,390.00 | 53,207 | 4,433.90 | 53,739 | 4,478.24 |
| 7 | 49,602 | 4,133.47 | 50,098 | 4,174.83 | 50,599 | 4,216.58 | 51,105 | 4,258.75 | 51,616 | 4,301.34 |
| 8 | 47,560 | 3,963.33 | 48,036 | 4,003.00 | 48,516 | 4,043.00 | 49,001 | 4,083.43 | 49,491 | 4,124.26 |
| 9 | 45,519 | 3,793.27 | 45,974 | 3,831.17 | 46,434 | 3,869.50 | 46,898 | 3,908.20 | 47,367 | 3,947.28 |
| 10 | 43,478 | 3,623.20 | 43,913 | 3,659.42 | 44,352 | 3,696.00 | 44,796 | 3,732.96 | 45,244 | 3,770.29 |
| 11 | 41,438 | 3,453.13 | 41,852 | 3,487.67 | 42,271 | 3,522.58 | 42,694 | 3,557.81 | 43,121 | 3,593.39 |

23 SCHEDULE C: STIPENDS

| | 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 |
| Coordinators | \$180.70 | \$182.51 | \$184.33 | \$186.18 | \$188.04 |

24 SCHEDULE D 1 - OVERLOAD - FACULTY RATE

| Step | 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 |
|------|----------------------------------|----------------------------------|----------------------------------|---------------------------------|----------------------------------|
| 1 | \$162.56 | \$164.18 | \$165.83 | \$167.49 | \$169.16 |
| 2 | \$152.28 | \$153.80 | \$155.34 | \$156.89 | \$158.46 |
| 3 | \$141.85 | \$143.27 | \$144.70 | \$146.15 | \$147.61 |
| 4 | \$136.04 | \$137.40 | \$138.77 | \$140.16 | \$141.56 |
| 5 | \$131.06 | \$132.37 | \$133.69 | \$135.03 | \$136.38 |
| 6 | \$126.08 | \$127.34 | \$128.61 | \$129.90 | \$131.20 |
| 7 | \$121.10 | \$122.31 | \$123.53 | \$124.77 | \$126.02 |
| 8 | \$116.12 | \$117.28 | \$118.45 | \$119.64 | \$120.83 |
| 9 | \$111.13 | \$112.24 | \$113.36 | \$114.50 | \$115.64 |
| 10 | \$106.15 | \$107.21 | \$108.28 | \$109.37 | \$110.46 |
| 11 | \$101.16 | \$102.17 | \$103.19 | \$104.23 | \$105.27 |

25 SCHEDULE D 2 – OVERLOAD - FACULTY ASSISTANT RATES

| Step | 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 |
|------|----------------------------------|----------------------------------|----------------------------------|---------------------------------|----------------------------------|
| 1 | \$130.05 | \$131.35 | \$132.66 | \$133.99 | \$135.33 |
| 2 | \$121.82 | \$123.04 | \$124.27 | \$125.51 | \$126.77 |
| 3 | \$113.48 | \$114.61 | \$115.76 | \$116.92 | \$118.09 |
| 4 | \$108.83 | \$109.92 | \$111.02 | \$112.13 | \$113.25 |
| 5 | \$104.85 | \$105.90 | \$106.96 | \$108.03 | \$109.11 |
| 6 | \$100.86 | \$101.87 | \$102.89 | \$103.92 | \$104.96 |
| 7 | \$96.88 | \$97.85 | \$98.83 | \$99.82 | \$100.81 |
| 8 | \$92.90 | \$93.83 | \$94.77 | \$95.71 | \$96.67 |
| 9 | \$88.90 | \$89.79 | \$90.69 | \$91.59 | \$92.51 |
| 10 | \$84.92 | \$85.77 | \$86.63 | \$87.49 | \$88.37 |
| 11 | \$80.93 | \$81.74 | \$82.56 | \$83.38 | \$84.22 |

26 SCHEDULE E - CASUAL

Category 1: Remuneration for courses in which no student evaluation is required.

Category 2: Remuneration for courses in which student evaluation is required.

Category 3: Remuneration per diem.

Step 1: Minimum expected qualification.

Step 2: After two years instructional experience of two semester courses per year or equivalent instructional experience.

Step 3: After four years instructional experience of two semester courses per year or equivalent instructional experience.

| | April 1, 2012 to Dec 31, 2012 | | | Jan 1, 2013 to March 31, 2013 | | | April 1, 2013 to Aug 31, 2013 | | |
|------------|----------------------------------|----------|----------|----------------------------------|----------|----------|----------------------------------|----------|----------|
| | Step 1 | Step 2 | Step 3 | Step 1 | Step 2 | Step 3 | Step 1 | Step 2 | Step 3 |
| Category 1 | \$25.54 | \$31.72 | \$38.12 | \$25.80 | \$32.04 | \$38.50 | \$26.05 | \$32.36 | \$38.89 |
| Category 2 | \$51.13 | \$63.25 | \$76.27 | \$51.64 | \$63.88 | \$77.03 | \$52.16 | \$64.52 | \$77.80 |
| Category 3 | \$153.32 | \$190.43 | \$228.78 | \$154.85 | \$192.33 | \$231.07 | \$156.40 | \$194.26 | \$233.38 |

| | Sept 1, 2013 to Dec 31, 2013 | | | Jan 1, 2014 to March 31, 2014 | | |
|------------|---------------------------------|----------|----------|----------------------------------|----------|----------|
| | Step 1 | Step 2 | Step 3 | Step 1 | Step 2 | Step 3 |
| Category 1 | \$26.31 | \$32.68 | \$39.28 | \$26.58 | \$33.01 | \$39.67 |
| Category 2 | \$52.68 | \$65.17 | \$78.58 | \$53.21 | \$65.82 | \$79.37 |
| Category 3 | \$157.97 | \$196.20 | \$235.71 | \$159.55 | \$198.16 | \$238.07 |

27 SCHEDULE G. – TUTORS

| | 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 |
|----------|----------------------------------|----------------------------------|----------------------------------|---------------------------------|----------------------------------|
| Rate "A" | \$22.06 | \$22.28 | \$22.50 | \$22.73 | \$22.96 |
| Rate "B" | \$23.61 | \$23.85 | \$24.08 | \$24.33 | \$24.57 |
| Rate "C" | \$25.17 | \$25.42 | \$25.68 | \$25.93 | \$26.19 |
| Rate "D" | \$27.33 | \$27.60 | \$27.88 | \$28.16 | \$28.44 |

28 SCHEDULE H. – WORKLOAD CALCULATIONS

Workloads are equal to $H \times W \times G$, where:

H = hours per week

W = numbers of weeks (normally 16 for a full semester)

G = weight, as per the table below

| Assignment | Art. | Weight |
|--|-------------|---------------|
| Lectures | 8.3.1 | 1.00 |
| Clinicals | 8.3.2 | 0.76 |
| Laboratories* | 8.3.3 | 0.70 |
| Practicum, preceptorship, field placements | 8.3.4 | 0.46 |
| Seminars | 8.3.5 | 0.50 |
| Aviation – lectures | 8.3.6 a | 1.00 |
| Aviation – simulator exercises | 8.3.6 b | 1.23 |
| Aviation – flight exercises | 8.3.6 c | 1.89 |
| Music – ensemble | 8.3.7 | 0.70 |
| Music – individual instruction | 8.3.7 | 0.59 |
| Travel time | 8.3.12 | 0.33 |

* Please refer to Article 8.3.3 – paragraph 2, for exceptions.

LETTER OF UNDERSTANDING #1:**COMMON AGREEMENT, COMPENSATION TEMPLATE AGREEMENT, AND 0.6 COMMON PD FUND****COMMON AGREEMENT**

The parties agree to roll over the 2010-2012 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.

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

LETTER OF UNDERSTANDING #2

AMALGAMATION OF THE KOOTENAY SCHOOL OF THE ARTS INSTRUCTIONAL STAFF INTO THE SELKIRK COLLEGE FACULTY ASSOCIATION BARGAINING UNIT.

Subject to College Board and Ministry of Advanced Education approval of the formal merger of Selkirk College and the Kootenay School of the Arts (KSA), the parties agree that, effective July 1, 2006, the KSA instructional staff listed on Appendix A will become members of the Selkirk College Faculty Association (SCFA). Their terms and conditions of employment will be subject to all the terms and conditions of the collective agreement in effect at the time of the merger between KSA and Selkirk College, with the following exceptions:

1. **Instructional Assignments - Article 8:** The annual workload for a full time equivalent faculty position in the School of Craft and Design will consist of 720 hours of instruction. All contact hours, whether delivered as “core” or “studio” courses, will be considered equivalent for the purpose of workload calculations. This instruction will normally be delivered over two terms, but could be configured differently to meet the needs of a program.
2. **Work year:** A full work year will be 52 weeks. Included in that time period will be twenty-two days of professional/course development and forty days of vacation; the balance of the work year will consist of instructional duties and other assigned duties.
3. **Reporting to work:** For the academic year 2006-2007, instructional staff who are assigned work in the fall semester will report to work August 1, 2006. Instructors who are assigned work for the winter semester will report to work December 1, 2006. The weeks prior to the beginning of each semester will count as part of the general non-instructional duties mentioned in paragraph #2.
4. **Evaluation - Article 7 :** All post probationary faculty members covered by this agreement will have a comprehensive evaluation done during their first two years of becoming employees of Selkirk College. All probationary faculty members will be evaluated pursuant to the provisions of Article 7 of the SCFA collective agreement.
5. **LOU - Home Campus Designation:** For the purpose of “Home Campus Designation”, all KSA instructional staff assigned to a Nelson campus will be considered at one location.
6. **Free parking – Article 8:** For instructional staff working at the KSA Victoria Street campus, Article 8.1.4 will not apply. The limited free parking available at the Victoria Street campus will be open to all faculty members on a first come first take basis.
7. **Pension buy-back – Article 9.8.1:** Article 9.8.1 of the SCFA agreement does not apply to faculty members listed in Appendix A of this agreement.
8. **Hourly rate – Schedule E:** Guest artists and casual instructors will be paid according to Schedule H (Attachment B), to be completed by the parties prior to June 30, 2006.
9. **Severance – Article 5.5.2:** For the purpose of Article 5.5.2, “years of service” will be counted from the latter of July 1, 2006, or the date of employment with Selkirk College.
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 two-year diploma program are not included in this maximum workload.
11. **Annualization:** To qualify for annualized appointments, an instructor’s annual workload must be 25% or more. Current faculty members listed in Appendix A of this agreement whose annual workload is less than 25% will be offered a short-term appointment.
12. **Seniority:** All faculty members listed in appendix A shall port all their seniority earned as employees of KSA to their positions in Selkirk College.

This ported seniority will be used for the purpose of lay-off from and recall to positions in the school of Craft and Design.

This ported seniority will not be used for the purpose of calculation of severance pay found in article 5.5.2, nor for the purposes of article 9.8.2 Early Retirement Incentive.

After their transfer to Selkirk College, faculty members shall accrue seniority pursuant to article 1.8 of the SCFA agreement, and may use that accrual for the purposes of articles 5 and article 9.8.2.

As well, seniority earned after their transfer will be added to that which was ported for the purposes of layoff and recall within the school of Craft and Design.

Should the parties be unable to reach agreement on a seniority date for a faculty member, listed in Appendix A, the dispute will be referred to an arbitrator for final and binding resolution.

13. **Right to Recall – Article 5.6:** Faculty members listed on Appendix B of this agreement shall have the right to recall in order of seniority, only to work that is the same or substantially similar to work which they previously performed at KSA, and for which they meet the expertise and requirements. This recall right shall expire on the date noted on Appendix B and shall only apply to work that is offered within the school of Craft and Design. This recall does not apply to service courses offered in the school of Craft and Design, but originating in other schools in Selkirk College.
14. **Placement on Scale – Article 9.3.1.** All KSA faculty members commencing work in either the fall of 2006 or winter semester in 2007 shall be placed on the faculty pay scale as per article 9.3.1. All laid-off employees who may be recalled to work will also have their placement on scale determined in the same way.
15. **Sick leave – Article 9.4:** KSA faculty members will be eligible for the sick leave benefits found in article 9.4. For faculty members who fail to meet the qualifications for enrolment in the sick-leave/disability plan in place in the SCFA agreement the provisions of Article 45.0, Sick leave, of the KSA agreement shall apply. Those provisions are found in Appendix C of this agreement.
16. **Variance to Article 5 Layoff:** The current program delivery model allows students to declare their program of study half-way through the first term; because of that, it is difficult for the College to plan workload accurately ahead of time. Therefore, for as long as the current model remains in place, the parties agree to vary the provisions of Article 5 Layoff in the manner described in the following paragraph. After that time, the provisions of article 5 shall apply.

Should the employer be unable to run portions of the program within an academic year due to low enrolment, the affected faculty members will be designated as being on an unassisted leave for the length of the unavailable course(s). If the situation continues for a third consecutive academic year, the affected faculty members will then be laid off in that year in accordance with Article 5.
17. The parties agree that collective agreement language, be it from the local or the common agreement cannot be used to nullify or alter any of the provision of this Letter of Understanding unless the parties mutually agree.
18. The parties agree that should issues arise that were not foreseen at the time of the signing of this Letter of Agreement that need to be addressed, the parties will meet to negotiate a mutually agreeable solution to the issue.

Organizational Model:

1. KSA programs and staff will be designated as a School within Selkirk College, to be known as “The School of Craft and Design”
2. The College will make available one FTE of release time for a School Chair. As is the norm for a School, there will be a competition for a Chair; the successful candidate will be appointed for a three-year period and will receive 80% release time. The other 20% may be used for specific projects or initiatives within the School. There will be no Department Heads or Coordinators.
3. The exempt position of “Director” will be retained until December 31, 2006 to provide some continuity during the first few months. The selection of a School Chair will take place during the fall of 2006, to be effective January 1, 2007.

Original signed 17 January 2006.

Appendix A

Instructional staff covered by this LOU

| Continuing faculty hired prior to June 30, 2001 | Studio | Seniority Date |
|--|---------------|-----------------------|
| Lawson, David | Clay | 1-Sep-91 |
| Innwood, Robert | Core | 1-Sep-92 |
| Graham, Garry | Clay | 1-Sep-93 |
| Tchir, Maggie | Fibre | 1-Sep-93 |
| Nagley-Stevenson, Pamela | Clay | 1-Sep-93 |
| Anderson, Courtney | Core | 1-Sep-94 |
| White, Laura | Jewelley | 11-Jan-95 |
| Werth, Angelika | Fibre | 1-Sep-95 |
| Leavitt, Gene | Core | 5-Nov-96 |
| Kleine, Dennis | Metal | 15-Sep-97 |
| LeFebour, Susan | Jewelley | 1-Sep-99 |
| Lee, Marilyn | Fibre | 1-Sep-00 |

| Continuing faculty hired after June 30, 2001 | Studio | Seniority Date |
|---|---------------|-----------------------|
| Patterson, Krista | Jewelley | 2-Sep-03 |
| Van der Gaast, Coby | Fibre | 1-Sep-05 |
| Kratz, Kevin | Metal | 1-Sep-05 |

Appendix C

45 - SICK LEAVE *

- 45.1 Sick leave means the period of time an employee is absent from work for reasons of sickness, quarantine or accident for which compensation is not payable under the Workers Compensation Act.
- 45.2 All full-time employees shall earn one (1) day of paid sick leave for each month worked to a maximum of eight (8) days per school year.
- 45.3 An employee will be entitled to utilize credits from their sick leave bank for each day they are sick.
- 45.4 Unused sick leave credits will be rolled over to the next school year.
- 45.5 Employees are entitled to accrue their sick leave credits to a maximum of sixteen (16) days.
- 45.6 Employees, who work less than full-time, will accrue sick leave credits on a pro-rated basis.
- 45.7 Casual employees are not eligible for sick leave credits.
- 45.8 The Employer reserves the right to require an employee to provide medical certification from a qualified medical practitioner to verify his/her claim for sick leave benefits.
- 45.9 The Employer may require additional medical certification, from a physician of their choosing, to confirm whether an employee is fit to work or fit to return to work.

* This Article 45 is an extract from the collective agreement between the Kootenay School of the Arts Cooperative (the “Employer”) and the Kootenay School of the Arts Faculty and Staff Association (the “Union”) effective July 1, 2003 to and including June 30, 2006.

Schedule H –Guest Artists and Casual Instructors

This schedule applies only to guest artists and casual instructors in the School of Craft and Design (Kootenay School of the Arts at Selkirk College).

Category 1: Guest artists

This is remuneration for short-term work, normally 1-3 classes. Guest artists do not replace an instructor but work alongside the instructor to demonstrate specialized techniques, critique student work, lecture on personal experiences, etc.

Guest artists will be remunerated at a flat rate of \$50 per hour and will be paid by honorarium. Where the reputation of the guest artist warrants it, the Dean may approve a higher rate.

Category 2: Casual instructors

The nature of the work performed by a “casual” instructor and the terms of his/her appointment are described in Article 4.5 of the Collective Agreement.

Instructors listed on Appendix A of this agreement and whose annual appointments are less than 25%, will be offered a short-term appointment, as per Article 11 of this MOU. Their rate of pay will be determined by their placement on scale.

Instructors hired after July 1, 2006 for work that qualifies under Article 4.5 of the collective agreement may be hired as Casual Instructor, in which case they will be remunerated as per Schedule E or the Collective Agreement.

LETTER OF UNDERSTANDING #3

ASSOCIATION RELEASE TIME COSTING

The College and Association agree that:

1. As per Article 3.5.2 of the Common Agreement, the College will contribute 25% of one full-time 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.

LETTER OF UNDERSTANDING #4

INDIVIDUAL INSTRUCTION DELIVERY WORKLOAD CALCULATIONS FOR MUSIC INSTRUCTORS (ART. 8.3.8)

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 College 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.

LETTER OF UNDERSTANDING #5

IMPLEMENTATION OF THE SELKIRK COLLEGE ORGANIZATIONAL RESTRUCTURING/REALIGNMENT PLAN

In April 2003, Selkirk College introduced a modified Organizational Restructuring/Realignment Plan. In recognition of the transition to a School structure within the college,

The Parties agree as follows:

1. The implementation of the restructuring/realignment plan and the alignment of SCFA programs and departments within the Schools model will have no current or future impact on the programs' jurisdictional assignment, the scope of the SCFA certification, bargaining unit placement and the provisions of the collective agreement.
2. The College will maintain the bargaining unit integrity of current SCFA programs by continuing to use current SCFA program and department names when they are aligned within the School model and ensuring that they coincide as much as possible with the bargaining unit certification.
3. School Chairs are the equivalent to Department Heads and will be members of the appropriate instructional bargaining unit. School Chairs will be selected from within the respective School.
4. School Chairs will receive a total of 80% release time and a stipend equivalent to the Department Head stipend identified in the current collective agreement
5. An additional 20% release will be available to each School for designated activities as approved by the School Chair in consultation with the School Dean.
6. Each of the following four Schools shall appoint one SCFA Coordinator with stipend with at least 20% release whose appointment will end on April 30, 2005: Academic Studies, Health and Human Services, Renewable Resources, Digital Media and Technology.
7. An SCFA Coordinator with stipend and release time will be appointed in the School of Business and Aviation. Release time for the SCFA Coordinator shall be based on an equitable distribution of the total 20% release available for the School.
8. The current SCFA Instructional Department Heads who are not appointed as School Chairs shall have right of first refusal to be appointed as Coordinators of their program/department areas and receive a Coordinator's stipend at least until April 30, 2005. If a faculty member with the right of first refusal for a Coordinator position (as outlined above) declines the appointment, a coordinator will be selected and recommended to the Dean by the School Chair following consultation with the faculty in the relevant program/department area.
9. Other release time currently provided to SCFA programs are not affected by this agreement, including:
 - a. Release time for special cost recovery projects (industry training appointments; curriculum development projects, etc.) will be provided as such projects are approved for implementation by the School Chair and School Dean, and will be over and above the 20% release allocated for the individual schools.
 - b. In the School of Business & Aviation release time for the Chief Flying Instructor will be in addition to the total release assigned to that school.
 - c. In the School of Health & Human Services, clinical coordination as required by the Health Authority will be continued for the nursing program and will be in addition to the total release assigned to that school.
 - d. The two non-instructional Department Heads in the Library and Computer Centre Services will remain unchanged.
 - e. The non-instructional Student Access and Support Department Head will remain in place with 55% release until May 30, 2004.
 - f. The release time for the Woodlot Manager in the School of Renewable Resources will remain in place.
10. The College agrees that any existing Department Head who is displaced in the new structure, and whose appointment extends beyond the appointment of the School Chair, will receive one (1) month's notice that his/her appointment as Department Head is terminated and his/her stipend shall cease at the end of the one (1) month notice period.
11. Selection Committees will be established for each School to facilitate the appointment of the School Chairs. Each SCFA program or current department within the respective School shall elect at least one voting representative to

participate on the Selection Committee. Representation on the Selection Committee will not be less than a 2 to 1 faculty to administrative ratio.

12. Where a School is comprised of a mix of SCFA and BCGEU members, and unless otherwise agreed among SCFA, BCGEU and the College, the selection process will be as follows:
 - a. School of Access Programs and Services
A Selection Committee will be established for the selection of School Chair. The composition of the selection committee will be determined at the end of the transition period in the Spring of 2004.
 - b. School of Health and Human Services
A Selection Committee will be established for the selection of School Chair. The Committee will be comprised of a least two SCFA representatives and at least one BCGEU representative along with an Employer representative.
 - c. School of Business and Aviation
A Selection Committee will be established for the selection School Chair. The Committee will be comprised of a least two SCFA representatives and at least one BCGEU representative along with an Employer representative.
 - d. School of Digital Media and Information Technology
A Selection Committee will be established for the selection of School Chair. The Committee will be comprised of at least three SCFA representatives and at least one BCGEU representative along with an Employer representative.
13. School Chairs shall be appointed for three year terms.

The College understands that this agreement is subject to ratification by the SCFA General Membership.

Original signed 6 June, 2003.

LETTER OF UNDERSTANDING #6

SCHOOL OF UNIVERSITY ARTS AND SCIENCE ENROLMENT MANAGEMENT PILOT PROJECT

The purpose of this initiative is to:

- Raise the profile of the School within the College and the community
- Showcase Selkirk College's talents and promote the School's offerings
- Bring students and community members to the College to participate in organized low-cost or free "learning events"
- Create opportunities for FTE generation
- Tap available "workload room" across the School.

Because it is in everyone's interest to improve enrollments within the School, and because a substantial number of faculty have put forward ideas and/or expressed interest in such a project, participation in the project is voluntary.

Faculty will put forward ideas for outreach events which could include such things as evening or weekend lectures (which could be part of a series), workshops for students on resume writing, proposal writing, etc., or high-school contests and visits. The School coordinator who has been assigned release time will coordinate the initiative.

Where applicable, events will be advertised through the CCID calendar and managed through that division as well, to ensure we capture all the FTEs we can legitimately count.

Terms

This is a two-year pilot project, ending March 31, 2007. During this time, faculty whose workload is short of their appointment but not sufficiently that they could undertake an additional full course or lab, will not receive a workload reduction. By supporting this two-year project the SCFA agrees to withdraw without prejudice its grievance on English workloads.

Upon completion of the project, the College and the SCFA will review its effectiveness, at which time the parties may jointly agree to discontinue the initiative, or to continue in the same or a modified format. Any disagreement arising out of this initiative may be brought to Labour-Management for a resolution.

Original signed 12 May 2005

LETTER OF UNDERSTANDING #7

REMUNERATION FOR DISTANCE EDUCATION COURSES

Definitions:

“Distance Education” means courses offered entirely by distance and includes online and print-based delivery modes.

“Student numbers” means the number of students enrolled at the beginning of the third week of classes.

Remuneration :

A. Print-based courses

Print-based courses will be remunerated in accordance with the following formula: “Rate E x number of students”

Instructors will be remunerated for a minimum of 5 students. This fee includes preparation and wrap-up.

B. Online courses

Remuneration for online courses will depend on two factors: a) the number of students in the class and b) whether or not an instructor teaches the same course in a face-to-face format during the same semester.

1. For classes of 5 or fewer students:

- a) If the instructor teaches the same course in a face-to-face format during the same semester, he/she will be paid one extra hour per week for the face-to-face class (3.1% addition to annual appointment).
- b) If the instructor does not teach the same course in a face-to-face format during the same semester, for each course in a given semester, he/she will be paid according to the following formula: “Rate E x 5”

2. For classes of more than 5 but fewer than 17 students:

Regardless of whether or not the instructor teaches the same course in a face-to-face format during the same semester, the instructor will be credited 2/3 of the normal workload hours for the equivalent face-to-face class (e.g. 32 hours for a three-credit course normally paid at 48 hours).

3. For classes of 17 or more students:

The instructor will be paid at the same rate he/she would receive for the equivalent face-to-face course.

Where the online course is supplemented with one or more face-to-face lab or seminar, the labs and seminars will be remunerated as per 8.3.3 for labs or 8.3.5 for seminars.

| | |
|--------|---------------|
| | April 1, 2010 |
| Rate E | \$328.37 |

LETTER OF UNDERSTANDING #8

JOINT COMMITTEE ON WORKLOAD REVIEW

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 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.

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

LETTER OF UNDERSTANDING #9**LABOUR MANAGEMENT COMMITTEE**

The College and the Association agree to establish a Labour Management Committee for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement. On the request of either party, the parties shall meet at least every two (2) months until this Agreement is terminated.

The Committee shall consist of three (3) excluded employees selected and employed by the College and three (3) union representatives employed by the College selected by the Association.

The Committee shall not deal with grievances or have the authority to bind either party but only to make recommendations to the College and the Association.

LETTER OF UNDERSTANDING #10

IMPLEMENTATION OF THE NEW ARTICLE 7 EMPLOYEE EVALUATION PROCESS

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.

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) will be take effect July 1, 2014.

MEMORANDUM OF AGREEMENT

THE PAYMENT OF THE COORDINATOR STIPEND

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;

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 Coordinator 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.