

**COLLECTIVE AGREEMENT**

**between**


**SELKIRK COLLEGE**










**and**











**SELKIRK COLLEGE FACULTY ASSOCIATION**


















**April 1, 1998 to March 31, 2001**
























**TABLE OF CONTENTS**
















	PAGE
<a href="#">PREAMBLE</a> (see Common Agreement - <a href="#">Article 1</a> )	1
<a href="#">ARTICLE 1</a> - DEFINITIONS	2
<a href="#">1.1</a> - Employees	2
<a href="#">1.2</a> - Faculty Member	2
 <a href="#">1.2.1</a> - Faculty Member Duties	2
<a href="#">1.3</a> - Faculty Assistant	2
<a href="#">1.4</a> - Department Head	2
<a href="#">1.5</a> - Co-ordinator	2
<a href="#">1.6</a> - Expertise	2
<a href="#">1.7</a> - Seniority	2
<a href="#">ARTICLE 2</a> - MANAGEMENT RIGHTS	3
<a href="#">2.1</a>	3
<a href="#">ARTICLE 3</a> - ASSOCIATION MEMBERSHIP, RECOGNITION AND DUES	3
<a href="#">3.1</a>	3
<a href="#">3.2</a>	3
<a href="#">3.3</a>	3
<a href="#">3.4</a>	4
<a href="#">3.5</a>	4
<a href="#">3.6</a> - Contracting Out (see Common Agreement - <a href="#">Article 6.6</a> )	4
<a href="#">3.7</a> - Information Provided	4

<a href="#">ARTICLE 4 - TERMS OF APPOINTMENT</a>	4
<a href="#">4.1 - Regular Appointment</a>	4
 <a href="#">4.1.1 - Initial Probationary Appointment</a>	4
 <a href="#">4.1.2 - Continuous Appointment</a>	5
<a href="#">4.2 - Short Term Appointments</a>	5
 <a href="#">4.2.1 - Regularization (see Common Agreement - <a href="#">Article 6</a>)</a>	5
 <a href="#">4.2.2 - Annualization</a>	5
<a href="#">4.2.3</a>	5
<a href="#">4.3 - Proportional Appointment</a>	6
<a href="#">4.4</a>	6
<a href="#">4.5 - Casual Appointment</a>	6
<a href="#">ARTICLE 5 - LAYOFF</a>	6
<a href="#">5.1</a>	6
<a href="#">5.2</a>	6
<a href="#">5.3 - Department of Functional Areas</a>	6
<a href="#">5.4</a>	7
<a href="#">5.5</a>	7
<a href="#">5.6</a>	7
<a href="#">5.7</a>	7
<a href="#">5.8</a>	7
 <a href="#">5.8.1</a>	7
 <a href="#">5.8.2</a>	7
  <a href="#">5.8.2.1 - Severance</a>	7
 <a href="#">5.8.3</a>	8
<a href="#">5.9</a>	8
<a href="#">5.10</a>	8
<a href="#">5.11</a>	8
<a href="#">5.12</a>	8
<a href="#">ARTICLE 6 - SUSPENSION AND DISMISSAL PROCEDURES (see Common Agreement - <a href="#">Article 3.3</a>)</a>	8
<a href="#">6.1</a>	8








 <a href="#">6.1.1</a>	8
<a href="#">6.2</a> - Suspension on Medical Grounds	8
<a href="#">6.3</a>	9
<a href="#">ARTICLE 7</a> - EMPLOYEE EVALUATION	9
<a href="#">Purpose</a>	9
<a href="#">Definitions</a>	9
<a href="#">7.1</a>	9
<a href="#">7.2</a>	9
<a href="#">7.3</a>	9
<a href="#">7.4</a>	9
 <a href="#">7.4.1</a>	9
<a href="#">7.5</a>	10
 <a href="#">7.5.1</a>	10
<a href="#">7.6</a>	10
<a href="#">7.7</a> - Evaluation Procedures	10
 <a href="#">7.7.1</a> - New Employees	10
 <a href="#">7.7.2</a> - Short-term Employees	10
 <a href="#">7.7.3</a> - Continuous Employees	10
<a href="#">7.8</a>	11
<a href="#">7.9</a>	11
<a href="#">ARTICLE 8</a> - CONDITIONS OF EMPLOYMENT	11
<a href="#">8.1</a> - General	11
 <a href="#">8.1.1</a>	11
 <a href="#">8.1.2</a>	11
 <a href="#">8.1.3</a> - Dislocation Allowance	11
 <a href="#">8.1.4</a> - Free Parking	12
<a href="#">8.2</a> - Faculty Workload	12

 <a href="#">8.2.1</a>	12
 <a href="#">8.2.2</a>	12
 <a href="#">8.2.3</a>	12
 <a href="#">8.2.4</a> - Leave of Absence for College Committees	12
<a href="#">8.3</a> - Instructional Assignments	12
 <a href="#">8.3.1</a>	12
 <a href="#">8.3.2</a> - Lectures	12
<a href="#">8.3.3</a> - Clinicals	12
 <a href="#">8.3.4</a> - Laboratories	12
 <a href="#">8.3.5</a>	13
 <a href="#">8.3.6</a> - Seminars	13
 <a href="#">8.3.7</a> - Aviation Program	13
 <a href="#">8.3.8</a> - Music Program	13
 <a href="#">8.3.9</a>	13
 <a href="#">8.3.10</a> - Student Numbers	13
 <a href="#">8.3.10.1</a>	13
 <a href="#">8.3.10.2</a>	14
 <a href="#">8.3.10.3</a>	14
 <a href="#">8.3.10.4</a>	14
 <a href="#">8.3.10.5</a>	14


 <a href="#">8.3.11</a>	14
 <a href="#">8.3.12</a>	14
 <a href="#">8.3.13</a>	14
 <a href="#">8.3.14</a>	14
 <a href="#">8.3.15</a>	14
 <a href="#">8.3.16</a>	14
 <a href="#">8.3.17</a>	14
 <a href="#">8.3.18</a>	14
 <a href="#">8.3.19</a> - Voluntary Workload Reduction	15
<a href="#">8.4</a> - Non-Instructional Assignments	15
 <a href="#">8.4.1</a> - Department Head Non-Instructional Assignments	15
  <a href="#">8.4.1.1</a>	15
  <a href="#">8.4.1.2</a>	15
  <a href="#">8.4.1.3</a>	15
  <a href="#">8.4.1.4</a>	15
  <a href="#">8.4.1.5</a>	15
 <a href="#">8.4.2</a>	15
 <a href="#">8.4.3</a>	15
 <a href="#">8.4.4</a>	16
<a href="#">8.5</a> - Faculty Assistant Assignments	16

 <a href="#">8.5.1</a>	16
 <a href="#">8.5.2</a>	16
<a href="#">8.6</a> - Subsidiary Employment	16
<a href="#">8.7</a> - Professional Development	16
 <a href="#">8.7.1</a>	16
  <a href="#">8.7.1.1</a>	16
  <a href="#">8.7.1.2</a>	16
 <a href="#">8.7.2</a>	16
 <a href="#">8.7.3</a>	17
 <a href="#">8.7.4</a>	17
 <a href="#">8.7.5</a>	17
 <a href="#">8.7.6</a>	17
<a href="#">ARTICLE 9</a> - SALARY CATEGORIES, PLACEMENT, AND EMPLOYEE BENEFITS	17
<a href="#">9.1</a> - Faculty	17
<a href="#">9.2</a> - Faculty Assistant	17
<a href="#">9.3</a> - Salary Range	17
 <a href="#">9.3.1</a> - Placement on Scale	17
 <a href="#">9.3.2</a>	18
 <a href="#">9.3.3</a>	18
 <a href="#">9.3.4</a>	18
  <a href="#">9.3.4.1</a>	18
  <a href="#">9.3.4.2</a>	18

  <a href="#">9.3.4.3</a>	18
  <a href="#">9.3.4.4</a>	18
<a href="#">9.4</a> - Sick Leave	18
 <a href="#">9.4.1</a> - Retention of Status	18
 <a href="#">9.4.2</a>	19
 <a href="#">9.4.3</a>	19
<a href="#">9.5</a> - Health Benefit Plans ( <i>see Common Agreement - <a href="#">Article 9</a></i> )	19
 <a href="#">9.5.1</a>	19
 <a href="#">9.5.2</a>	19
 <a href="#">9.5.3</a>	19
<a href="#">9.6</a> - Merit Recognition	20
<a href="#">9.7</a> - Business Travel Accident Insurance	20
<a href="#">9.8</a> - Retirement Benefits	20
 <a href="#">9.8.1</a> - Pension Buy Back	20
 <a href="#">9.8.2</a> - Early Retirement Incentive ( <i>see Common Agreement - <a href="#">Article 11</a></i> )	20
  <a href="#">9.8.2.1</a> Qualification/Criteria	20
  <a href="#">9.8.2.2</a> - Selection Criteria	20
  <a href="#">9.8.2.3</a> - Application Dates for Early Retirement	21
  <a href="#">9.8.2.4</a> - Early Retirement - Incentive Payment	21
<a href="#">9.9</a>	21
<a href="#">ARTICLE 10</a> - LEAVE OF ABSENCE ( <i>see Common Agreement - <a href="#">Article 7</a></i> )	21
<a href="#">10.1</a>	21
<a href="#">10.2</a> - Assisted Leave for Professional Development	22

 <a href="#">10.2.1</a>	22
 <a href="#">10.2.2</a>	22
 <a href="#">10.2.3</a>	22
 <a href="#">10.2.4</a>	22
 <a href="#">10.2.5</a>	22
 <a href="#">10.2.6</a>	22
 <a href="#">10.2.7</a>	22
 <a href="#">10.2.8</a> - Benefits While On Leave	22
<a href="#">10.3</a> - Leave of Absence Without Assistance	22
<a href="#">10.4</a> - Maternity and Parental Leave (includes Adoption) ( <i>see Common Agreement - <a href="#">Article 8</a></i> )	23
<a href="#">10.5</a> - Political Leave ( <i>see Common Agreement - <a href="#">Article 7.9</a></i> )	23
<a href="#">10.6</a> - Leave for Association Business ( <i>see Common Agreement - <a href="#">Article 3.6.2</a></i> )	24
 <a href="#">10.6.1</a>	24
 <a href="#">10.6.2</a>	24
 <a href="#">10.6.3</a>	24
<a href="#">10.7</a> - Compassionate Leave ( <i>see Common Agreement - <a href="#">Article 7.6 and 7.7</a></i> )	24
<a href="#">ARTICLE 11</a> - VACATION	24
<a href="#">11.1</a> - Vacation Entitlement for Faculty	24
<a href="#">11.2</a>	24
 <a href="#">11.2.1</a>	24
<a href="#">11.3</a> - Vacation Entitlement for Faculty Assistants	24
 <a href="#">11.3.1</a>	24
 <a href="#">11.3.2</a>	24
<a href="#">11.4</a>	25



<a href="#">11.5</a>	25
<a href="#">11.6</a>	25
<a href="#">11.7</a>	25
<a href="#">11.8</a>	25
<a href="#">11.9</a> - Vacation Schedule	25
<a href="#">11.10</a>	25
<a href="#">ARTICLE 12</a> - TECHNOLOGICAL CHANGE	25
<a href="#">12.1</a>	25
<a href="#">12.2</a>	25
<a href="#">12.3</a>	25
<a href="#">12.4</a>	25
<a href="#">12.5</a>	25
<a href="#">12.6</a>	25
<a href="#">ARTICLE 13</a> - GRIEVANCE PROCEDURE AND ARBITRATION	26
<a href="#">13.1</a>	26
<a href="#">13.2</a> - Stage 1	26
<a href="#">13.3</a> - Stage II	26
<a href="#">13.4</a> - Stage III	26
<a href="#">13.5</a> - Stage IV	26
 <a href="#">13.5.1</a>	26
 <a href="#">13.5.2</a>	26
 <a href="#">13.5.3</a>	26
 <a href="#">13.5.4</a>	27
 <a href="#">13.5.5</a>	27
 <a href="#">13.5.6</a>	27
<a href="#">13.6</a>	27
<a href="#">13.7</a>	27
<a href="#">13.8</a>	27
<a href="#">13.9</a>	27
<a href="#">ARTICLE 14</a> - SPECIAL STIPENDS	27
<a href="#">14.1</a> - Coordinators and Department Heads	27
<a href="#">ARTICLE 15</a> - PICKET LINE	27

<a href="#">15.1</a>	27
<a href="#">ARTICLE 16</a> - HUMAN RIGHTS	27
<a href="#">16.1</a>	27
<a href="#">16.2</a>	27
<a href="#">ARTICLE 17</a> - PERSONAL AND SEXUAL HARASSMENT ( <i>see Common Agreement - <a href="#">Article 2</a></i> )	27
<a href="#">ARTICLE 18</a> - HIRING PROCEDURE/SELECTION COMMITTEES ( <i>see Common Agreement - <a href="#">Article 6.3</a></i> )	28
<a href="#">18.1</a>	28
<a href="#">18.2</a>	28
<a href="#">18.3</a>	28
<a href="#">18.4</a>	28
<a href="#">18.5</a> - Hiring Procedure/Selection Committee	28
<a href="#">ARTICLE 19</a> - TERM OF AGREEMENT ( <i>see Common Agreement - <a href="#">Article 14</a></i> )	29
<a href="#">19.1</a>	29
<a href="#">SCHEDULE "A"</a> - FACULTY ANNUAL SALARY ( <i>see Common Agreement - <a href="#">Article 12</a></i> )	30
<a href="#">SCHEDULE "B"</a> - FACULTY ASSISTANT ANNUAL SALARY	31
<a href="#">SCHEDULE "C"</a> - STIPENDS	31
<a href="#">SCHEDULE "D"</a> - OVERLOAD	31
<a href="#">SCHEDULE "E"</a> - CASUAL	32
<a href="#">SCHEDULE "F"</a> - DISTANCE EDUCATION	32
<a href="#">LETTER OF INTENT - ANNIVERSARY DATES FOR APPOINTMENT</a>	34
<a href="#">LETTER OF INTENT - JOB SECURITY</a>	35
<a href="#">LETTER OF UNDERSTANDING - COMMON AGREEMENT</a>	36
<a href="#">LETTER OF UNDERSTANDING - COMMON AGREEMENT - PLA</a> ( <i>see Common Agreement - <a href="#">Article 4</a></i> )	37
<a href="#">APPENDIX 1: FLOW DIAGRAMS FOR EVALUATION PROCEDURES CONCERNING ARTICLE 7.7</a>	39

**THIS AGREEMENT** is effective from April 1, 1998 to March 31, 2001

**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 Industrial Relations Act:

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

**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.

1. The first is to provide within a single educational milieu a variety of educational opportunities for students of different abilities, talents and interests.
2. The second is to extend more widely the opportunity for young people throughout the province to continue their education after graduation from secondary school.
3. The third is to provide an active program of Continuing Education offerings for adults, 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.

### **ARTICLE 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**

Faculty Members are all employees other than Faculty Assistants.

##### **1.2.1 Faculty Member Duties**

The duties of a Faculty Member include teaching, counselling, the regular duties of a librarian, or laboratory demonstrating, and may also include other non-teaching assignments such as administering departments, co-ordinating 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 Department Head**

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

#### **1.5 Co-ordinator**

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

#### **1.6 Expertise**

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

#### **1.7 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.

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 is neither accrued nor lost when a Selkirk College Faculty Association member is on unassisted leave.

Seniority will accrue when a Selkirk College Faculty Association member is on an educational exchange leave.

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.

### **ARTICLE 2 - MANAGEMENT RIGHTS**

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

### **ARTICLE 3 - ASSOCIATION MEMBERSHIP, RECOGNITION AND DUES**

**3.1** 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.

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.

**3.2** 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.

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.

**3.3** The Association will provide members, upon appointment, with a copy of this Agreement.

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

When the 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 in advance of the purpose of the interview in order that an Association representative may be present.

**3.5** 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.

### **3.6 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.

### **3.7 Information Provided**

The College will provide the Association with an employee seniority list as of September 30, 1999 and on September 30 every year thereafter which includes the following information:

Name

Address

Telephone Number (when available)

Scale Placement

Contract Proportion

Seniority Accrued

## **ARTICLE 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 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. In such cases, the provisions of Article 7.7.3 will not apply.

Upon satisfactory completion of the probationary appointment, an employee will be granted a continuous 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 35% or more of a full-time regular workload.

Short-term employees will be evaluated as set forth in Article 7.7.2.

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 1.6.

#### **4.2.1 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 average of the regularized work performed during the regularization period.

#### **4.2.2 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.

**4.2.3** 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 1.6 and who is either eligible for regularization in accordance with Article 4.2.1 or who has filled the position on a replacement basis for a period of two (2) years.

#### **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 Department Head. Remuneration and College contributions to the benefit programs will be on a pro-rata 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** 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 thirty-five percent (35%) of a full workload unless the duty period is less than one semester. Remuneration will be as per Schedule E. Additional time for preparation and wrap up will be specified in the individual contract. A copy of each casual appointment letter will be filed with the Association. Casual appointments to Distance Education courses will be paid as per Schedule F.

### **ARTICLE 5 - LAYOFF**

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

**5.1** 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 or by reason of
- (i) low enrolment, or
- (ii) budgetary restrictions.

**5.2** The College will determine which courses/programs will be discontinued within a given discipline/service group.

**5.3** Following consultation between the Department Head and department members, the appropriate Administrator will consult with the affected Department Head and he/she will determine the expertise requirements for these services in accordance with Article 1.6.

Discipline/Service groups will be defined as follows:

1. Registered Nursing
2. Aviation
3. Business Administration
4. Electronics, Physics, Mathematics and Chemistry
5. Biology, Geology, Geography
6. Anthropology, History, Economics, Political Science, Sociology, and Psychology
7. English, French, Creative Writing, Technical Writing, and Philosophy
8. Early Childhood Education, Special Needs, and Social Service Worker
9. Physical Education
10. Renewable Resources
11. Computer Technology, Computer Sciences, and Computer Centre
12. Music
13. Learning Resources Centre (Library)
14. Audio Visual Production
15. Counselling

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

**5.5** Employees will have their expertise assessed in relation to their discipline/service group in accordance with Article 1.6.

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

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



a) fill a vacant position in another discipline/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 President of his/her decision to exercise his/her seniority rights within thirty (30) calendar days of receiving the layoff notice.

c) Faculty and Faculty Assistants are not entitled to bump each other.

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

**5.8** Following an expertise review, the appropriate Administrator will identify those employees whose appointments will be discontinued and will submit his/her recommendations to the President who will issue a notice of layoff.

Faculty and Faculty Assistant positions will be assessed separately.

**5.8.1** 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.

**5.8.2** An employee on a continuous appointment whose appointment is to be discontinued as a result of Article 5.1 will be given a layoff notice of four (4) months exclusive of accrued vacation credits.

#### **5.8.2.1 Severance**

An employee on a continuous appointment who is to be laid off 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 contract 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.

If a laid off employee is recalled during the six (6) month period following termination, 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 receives severance and who is recalled 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.

**5.8.3** A probationary employee who is to be laid off shall receive three (3) months notice or one (1) month of salary in lieu of notice.

**5.9** 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.

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** The College will provide the employee with the notice of layoff in writing and the reasons for such action. A copy of the layoff notice will be sent to the Association.

**5.11** The College will advise the employee and the Association, in writing, of all recall notices.

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

## **ARTICLE 6 - SUSPENSION AND DISMISSAL PROCEDURES**

**6.1** Only the President may implement the procedures for dismissal for just and reasonable cause and suspension 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.

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

## **ARTICLE 7 - EMPLOYEE EVALUATION**

### **PURPOSE:**

The purpose of employee evaluations is to foster better employee performance, to facilitate communications, to improve performance and job satisfaction, and to obtain a body of information on which to base personnel decisions.

### **DEFINITIONS:**

Appraisal is a simple process to document performance.

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

Action Plan is a plan developed by the employee in consultation with the College 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 an unsatisfactory comprehensive evaluation, during which time the employee may make the necessary adjustments to achieve a satisfactory comprehensive evaluation.

**7.1** Whenever the appropriate Department Head/Supervisor perceives that there is a problem with an employee's performance, he/she

will meet with the employee to discuss the situation and to help the employee develop strategies to improve performance.

**7.2** All evaluation material 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, shall be maintained in a confidential manner by the College. The College shall provide the employee with a copy of their appraisal or comprehensive evaluation.

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

- a) effectiveness in assigned duties.
- b) service to the College.
- c) professional status and growth.
- d) administrative skills and effectiveness, where appropriate.

**7.4** The College will conduct appraisals on an annual basis. For the purpose of this agreement, an appraisal will consist of a brief document that includes the following categories

- a) student evaluation summaries.
- b) administrative/course management.
- c) professional development activities.
- d) other categories, such as departmental specific certifications/requirements, if any, approved by the joint SCFA/Management Evaluation Committee specified in Article 7.6.

**7.4.1** It is the responsibility of the appropriate Department Head/Supervisor to prepare appraisals in conjunction with the employee. Possible outcomes of an appraisal are

- a) satisfactory performance. No further action required.
- b) satisfactory performance. Further action recommended.
- c) unsatisfactory performance. At least one of the following actions is required
  - i) Action Plan.
  - ii) Comprehensive Evaluation.
  - iii) Other actions that may be considered appropriate.

**7.5** The College will conduct comprehensive evaluations on all employees on a scheduled basis. The President or an employee has the right to request a comprehensive evaluation at any time. For the purposes of this agreement, a comprehensive evaluation will consist of a collection of data that will include the following sources

- a) summary of appraisals.
- b) self-evaluation.
- c) Department Head/Supervisor evaluation.

d) student evaluations.

e) other sources, as approved by the joint SCFA/Management Evaluation Committee as identified in Article 7.6, such as peer/associate review.

**7.5.1** It is the responsibility of the appropriate Department Head/Supervisor to prepare comprehensive evaluations in conjunction with the employee. Possible outcomes of a comprehensive evaluation are

a) satisfactory performance. No further action required.

b) satisfactory performance. Further action recommended.

c) unsatisfactory performance. At least one of the following further actions is required:

i) Action Plan.

ii) Comprehensive Evaluation (in four (4) months).

iii) corrective probation.

iv) non-renewal of contract (initial probation).

v) No further contract offered (short-term contract)

vi) termination (corrective probation).

**7.6** A joint Selkirk College Faculty Association/Management Evaluation Committee, consisting of agreed number of members chosen by the College and two members chosen by the Association will develop and review evaluation forms and procedures and will submit all recommendations to the President for approval.

## **7.7 Evaluation Procedures**

### **7.7.1 New Employees**

New employees will have an appraisal at the end of the first semester worked, and a comprehensive evaluation after completion of the second 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 College will document the level of improvement necessary to reach acceptable standards. A comprehensive evaluation will be conducted at the end of the initial probationary year.

If the comprehensive evaluation shows that the employee's performance is satisfactory, the employee will receive a comprehensive evaluation three years after successful completion of initial probation. Thereafter, employees will be evaluated in accordance with Article 7.7.3.

### **7.7.2 Short-term Employees**

Short-term employees shall have an appraisal at the end of each semester worked and a comprehensive evaluation after the completion of the second semester worked. The employee shall thereafter be evaluated in accordance with Article 7.7.3. If an appraisal or a comprehensive evaluation reveals unsatisfactory performance, the College reserves the right not to offer the employee a subsequent contract.

### **7.7.3 Continuous Employees**

Continuous employees will have an appraisal on an annual basis, and after completion of the third-year comprehensive evaluation will

thereafter receive a comprehensive evaluation every fifth year.

If the employee's appraisal or comprehensive evaluation shows that the employee's performance is unsatisfactory, the College will provide guidance and support services to assist the employee in an effort to improve performance through the development of an Action Plan. The College will document the level of improvement necessary to reach acceptable standards. The College will provide four (4) months of assigned duty to allow the employee to reach the acceptable standard.

If the subsequent 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 a comprehensive evaluation twice during this corrective probationary period.

If the evaluation shows that the employee's performance has become satisfactory, the employee will be removed from corrective probationary status and thereafter be evaluated on a regular basis in accordance with Article 7.7.3, paragraph 1.

If the final comprehensive evaluation at 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 President or appropriate Administrator, or the notification letter will be sent to the home address of the employee by double registered mail.

Failure by the College to notify the employee within the time specified above, implies that the appointment will be continued.

**7.8** Employees who disagree with their appraisal or comprehensive evaluation may appeal through the grievance procedure.

**7.9** Upon request employees will have evaluation material removed from their Personnel file after six years free from an unsatisfactory appraisal and/or comprehensive evaluation.

## **ARTICLE 8 - CONDITIONS OF EMPLOYMENT**

### **8.1 General**

**8.1.1** 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** 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 Dislocation Allowance**

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 assisted by the College in the form of 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 to a maximum of \$150.00, real estate fees incurred in the sale of previous residence, legal title search and transfer fees on the purchase of a new residence.

### **8.1.4 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** The duty of a Faculty Member may be teaching, or counselling, 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** The President will determine, in consultation with the Dean or appropriate Administrator and Department Head concerned, equitable workloads for all faculty.

**8.2.3** Subject to discussion with the respective Department Heads, the President may assign duties to Faculty Members different from their principal duties during all contracted times except the vacation period.

**8.2.4** 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 Assignments**

**8.3.1** It is the professional responsibility of a Faculty Member to prepare and evaluate, in addition to course delivery responsibilities. In establishing workloads, the following guidelines shall apply.

#### **8.3.2 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.

#### **8.3.3 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.

#### **8.3.4 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 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.

**8.3.5** 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 President in consultation with the Dean or

appropriate Administrator and the 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 8.3.2. 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.

### **8.3.6 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.

### **8.3.7 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.

### **8.3.8 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.

**8.3.9** 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 8.3.10.2 or to limit the maximum number of students they carry in accordance with Article 8.3.10.3.

**8.3.10.1** For instructors on a proportional appointment, the number of lecture sections and the total number of lecture section students (in accordance with either Article 8.3.10.2 or Article 8.3.10.3) will be reduced by multiplying the sections and student numbers by the proportion of the instructor's appointment.

**8.3.10.2** 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.

**8.3.10.3** 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.

**8.3.10.4** 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.

**8.3.10.5** 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** 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** For routine weekly travel that is outside of an instructor's scheduled class hours to sites away from the principal instructional location, expected class contact hours will be credited at a rate of 1/3 hour/week for each full one (1) hour/week of travel time.

**8.3.13** 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** 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.

**8.3.15** 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.

**8.3.16** 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.

**8.3.17** 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.

**8.3.18** When determining faculty appointments the above guidelines shall be used.

**8.3.19 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 commencing after June 30, 1999 then:

a) the employee's reduced proportion will become permanent based on their contract 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.

Should the College be required, in accordance with Article 5.1, to lay off an employee who is on a voluntary workload reduction for less than three consecutive years, severance payments will be made based on the employee's proportion prior to the voluntary workload reduction.



When a voluntary workload reduction becomes permanent, severance payments will be made based on the employees current workload percentage.

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

#### **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.

**8.4.1.1** Three percent release time for each College employee whom they supervise.

**8.4.1.2** 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.

**8.4.1.3** An additional 10% of an annual workload may be provided where the departmental non-personnel budget exceeds \$50,000.

**8.4.1.4** Additional release time may be provided to meet other departmental needs not specified in 8.4.1.2. or 8.4.1.3.

**8.4.1.5** Notwithstanding any of the above, the total release time for an instructional Department Head shall not exceed 80% of a normal workload.

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

**8.4.3** 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** 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**

**8.5.1** The duty of a Faculty Assistant is to support the educational process by assisting faculty. Work assignments shall be equitably arranged by the 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 department.

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

#### **8.6 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.

#### **8.7 Professional Development**

**8.7.1** For the period April 1, 1994 to March 31, 1995 the College will provide an additional \$10,000. for professional development expenditures. Effective April 1, 1995 the College will establish a fund in the amount of 2.1% of the annual instructional salary budget per year for approved short and long term professional and course development activities and assisted leaves as stated in Article 10.2.

**8.7.1.1** 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.

**8.7.1.2** 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.

**8.7.2** 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 Department Head/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 Department Head/appropriate Supervisor will be required to submit an acceptable proposal to the Dean/appropriate Administrator.

**8.7.3** Regular Faculty Assistants will be provided with (10) ten 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 Department Head or appropriate Supervisor. When a mutually acceptable plan has been agreed upon, the Department Head or appropriate Supervisor will submit the plan to the Dean/appropriate Administrator for approval.

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

**8.7.5** 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.

**8.7.6** 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.

## **ARTICLE 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 provide a direct role in the educative process in support of Faculty Members.

### **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 appropriate administrator to the President, following discussion with the Department Head. The placement of new employees on the salary scale will be based on education and years of previous related experience.

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 appropriate Administrator and the President will review the placement and make a decision.

**9.3.2** 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** The College will recognize proportional or short term appointments, on a pro-rata 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** 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.

**9.3.4.1** The Faculty Assistant will have his/her Faculty Assistant duties reduced by the proportion that corresponds to that of the instructional assignment.

**9.3.4.2** 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.

**9.3.4.3** 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.

**9.3.4.4** 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** An employee on a continuous appointment will be maintained by the College on full pay for the first six (6) months of illness, subject to medical certification of disability after the first week of illness. After six (6) months, an employee will receive benefits, if eligible, in accordance with the provisions of the Long Term Disability Insurance Plan.

An employee becoming disabled after receiving notice on non-renewal of appointment will continue on salary to the end of the existing appointment term or six (6) months, whichever date occurs first. If the appointment expires before the end of the six (6) months waiting period for benefits under the Disability Income Benefits Plan, the College will maintain the employee on the staff roster without salary but will continue to contribute its share of the premiums until the employee is eligible under the plan. On termination of the disability, a decision will then be made by the College on the offering of a new appointment. Sick leave pay during a leave of absence will reflect actual pay for that assigned period.

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** Effective April 1, 1986 an employee on a short term or probationary appointment will be entitled to a credit of twenty (20) days of sick leave and will accumulate sick leave credits of one and one-half (1 ½) days for each month employed thereafter.

**9.4.3** 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, Personnel & Employee Relations. 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:

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

The College will pay 100% of the premiums for the B.C. Medical Services Plan and the Extended Health Benefit plan.

Effective February 1, 1995 the Extended Health Benefit Plan will include, in addition to the current benefits, a Vision Care package to a maximum of \$300 per person, once every twenty-four months (24) months, and dependent hearing aid coverage increased to \$500 every five (5) years and adult hearing aid coverage increased to \$500 every four (4) years.

**9.5.1** Employees, who are hired to proportional appointments, shall be entitled to receive College contributions to said Plans on a pro-rata 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** 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** 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 all Plans except pension is compulsory for all eligible employees and will be in accordance with the regulations of the Plans.

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 \$3,000.00. Funds shall be administered by the Standing Committee on Professional Excellence (SCOPE) which shall be responsible for the judgement 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 travelling 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.

#### **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 contract 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 contract 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 December 1. The College will consider all applications and offers will be made to employees by the following April 30.

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** The College agrees to pay any judgement 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 judgement 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.

## **ARTICLE 10 - LEAVE OF ABSENCE**

**10.1** At the discretion of the College and upon the recommendation of the President an employee may be granted leave with or without pay for good and sufficient reason.

### **10.2 Assisted Leave for Professional Development**

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

**10.2.2** An employee who applies for an assisted leave shall submit his/her request to the Convenor of the Professional Development Committee with a copy of the proposal to the Dean/appropriate administrator prior to October 1 of the year proceeding the requested leave of absence.

**10.2.3** Applications for assisted leave will be processed as follows

1. The Dean/appropriate Administrator will review the applications and submit his/her comments to the Convenor of the Professional Development Committee by October 15.
2. The Professional Development Committee will screen the applications and advise the President and the candidates of their selection status by November 15.
3. Successful candidates will advise the President of their acceptance/refusal of the assisted leave within three (3) weeks of the date the decision of the Committee was communicated to them.
4. The Professional Development Fund established under Article 8.7. will be used to cover the actual cost of salary and benefits paid to the candidates granted assisted leaves under this Article.

**10.2.4** The P.D. Committee will respond in writing to the applicants whose application has been rejected or deferred, stating the reasons.

**10.2.5** 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.

**10.2.6** 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.

**10.2.7** 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 that portion of their regular salary which they have received from the College during the period of assisted leave. 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.

**10.2.8** 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.

### **10.3 Leave of Absence Without Assistance**

In cases which do not qualify for assisted leave, employees upon recommendation of the President and at the discretion of the College 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.

#### **10.4 Maternity and Parental Leave (includes Adoption)**

##### **a) 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. The Employer shall defer the commencement of the maternity leave for any period of time requested by the employee and approved by her medical practitioner.

##### **b) 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:

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

##### **c) 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.

##### **d) 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.

##### **e) 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.

#### **10.5 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.

#### **10.6 Leave for Association Business**

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

**10.6.1** 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.

**10.6.2** 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.

**10.6.3** 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.

#### **10.7 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.

### **ARTICLE 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.

**11.2** 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.

**11.2.1** 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.

#### **11.3 Vacation Entitlement for Faculty Assistants**

Probationary and continuous appointment Faculty Assistants who have been employed by the College for ten and one-half (10 ½) 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.

**11.3.1** Probationary and continuous appointment Faculty Assistants, who have been employed by the College for less than ten and one-half (10 ½) months prior to June 30 of each year, will receive a vacation pro-rated over ten and one-half (10 ½) months in accordance with the number of months employed.

**11.3.2** 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 ½) months in accordance with the number of months employed.

**11.4** 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.

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

**11.6** 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.

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

**11.8** 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 1.2.1), Faculty Assistant duties, assigned departmental duties and/or professional development. Vacation and leaves of absence without pay do not qualify as "time worked."

#### **11.9 Vacation Schedule**

Employees shall submit their vacation requests to the Department Head/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 Department Head/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.

**11.10** 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.

### **ARTICLE 12 - TECHNOLOGICAL CHANGE**

**12.1** 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** 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** 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.

**12.4** 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.

**12.5** 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.

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

### **ARTICLE 13 - GRIEVANCE PROCEDURE AND ARBITRATION**

**13.1** 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:

#### **13.2 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 Vice President - Administration.

General union or policy grievances will commence at Stage II.

### **13.3 Stage II**

If a resolution is not achieved in Stage 1 the Association may submit the grievance in writing to the Vice President - Administration 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 - Administration shall render his/her decision within five (5) working days.

### **13.4 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 - Administration'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.

### **13.5 Stage IV**

**13.5.1** 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.

**13.5.2** 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, within ninety (90) days.

In the event that none of the following arbitrators is available within ninety (90) days, then the arbitrator who is available at the earliest date shall be appointed.

- a) Mr. Donald Munroe
- b) Mr. Mervin Chertkow
- c) Ms. Shona Moore
- d) Mr. Allan Hope

**13.5.3** The arbitrator may determine his/her own procedure in accordance with the Labour Relations Code and shall give full opportunity to all parties to present evidence and make full representations. He/she shall hear and determine the difference or allegation and shall render a decision within thirty (30) days of the conclusion of the hearing. 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.

**13.5.4** 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.

**13.5.5** Each party shall pay one half (1/2) of the fees and expenses of the arbitrator.

**13.5.6** 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.

**13.6** 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.

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

**13.8** 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.

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

#### **ARTICLE 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.

#### **ARTICLE 15 - PICKET LINE**

**15.1** 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.

#### **ARTICLE 16 - HUMAN RIGHTS**

**16.1** The Association and the College agree that the provisions of Section 8 of the Human Rights Act SBC Chapter 22, 1984 apply as though included in and forming part of this agreement.

**16.2** For the purpose of this agreement, the parties agree that there shall be no discrimination except where such discrimination is based on a bona fide employment requirement.

#### **ARTICLE 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.

#### **ARTICLE 18 - HIRING PROCEDURE/SELECTION COMMITTEES**

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

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

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

**18.4** Department Heads will be appointed in accordance with College Policy #B6002.3, effective Board Adoption date of 1990 02 20.

#### **18.5 Hiring Procedure/Selection Committee**

All vacancies in the bargaining unit will be posted internally for 7 days on the SCFA bulletin boards prior to any external advertising. The College shall send a copy of the posting to laid off employees who are eligible for recall pursuant to Article 5.9. It is the responsibility of the employee to provide the College with his/her current mailing address.

#### **ARTICLE 19 - TERM OF AGREEMENT**

**19.1** This agreement, unless changed by the mutual consent of both parties hereto, shall be in force and effect from April 1, 1998 to March 31, 2001 and thereafter from year to year unless either party serves notice to commence collective bargaining in accordance with the Industrial Relations Act of B.C.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_

Chair

Selkirk College Board

For Selkirk College ("the College")

\_\_\_\_\_

Vice President, Administration

\_\_\_\_\_

Chair

Selkirk College Negotiation Committee

---

President

Selkirk College Faculty Association

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

---

Chair

Salary and Working Conditions Committee

**SCHEDULE "A" - FACULTY ANNUAL SALARY**

<b>Step</b>	<b>Current Scale</b>	<b>Current Monthly Salary</b>	<b>April 1, 2000</b>	<b>Monthly Salary</b>
1	63,400	5283.34	65,200	5433.33
2	61,900	5158.34	63,173	5264.42
3	60,400	5033.34	61,360	5113.33
4	58,900	4908.34	59,599	4966.58
5	57,400	4783.34	57,889	4824.08
6	55,900	4658.34	56,227	4685.58
7	54,400	4533.34	54,614	4551.17
8	52,900	4408.34	53,046	4420.50
9	51,400	4283.34	51,524	4293.67
10	49,900	4158.34	50,045	4170.42
11	48,400	4033.34	48,609	4050.75
12	46,900	3908.34	47,214	3934.50
13	45,400	3783.34	45,859	3821.58
14	43,900	3658.34		

**SCHEDULE "B" - FACULTY ASSISTANT ANNUAL SALARY**

STEP	CURRENT		APRIL 1, 2000	
	ANNUAL SALARY	MONTHLY SALARY	ANNUAL SALARY	MONTHLY SALARY
1	45,579	3,798.25	46,536.16	3,878.01
2	44,296	3,691.34	45,226.22	3,768.85
3	42,959	3,579.92	43,861.14	3,655.10
4	41,648	3,470.67	42,522.61	3,543.55
5	40,298	3,358.17	41,144.26	3,428.69
6	38,945	3,245.42	39,762.85	3,313.57
7	37,595	3,132.92	38,384.50	3,198.71
8	36,250	3,020.84	37,011.25	3,084.27
9	34,905	2,908.75	35,638.01	2,969.83
10	33,557	2,796.42	34,261.70	2,855.14
11	32,201	2,683.42	32,877.22	2,739.77
12	30,863	2,571.92	31,511.12	2,625.93

**SCHEDULE "C" - STIPENDS**

	Current	April 1, 2000
DEPARTMENT HEAD STIPEND	312.42	318.98
COORDINATOR STIPEND	156.70	159.99

**SCHEDULE "D" - OVERLOAD**

	Current	April 1, 2000
REMUNERATION FOR TEACHING AN OVERLOAD IN ACCORDANCE WITH ARTICLE 8.3.15.	65.16	66.53

**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.

	CURRENT			APRIL 1, 2000		
	STEP 1	STEP 2	STEP 3	STEP 1	STEP 2	STEP 3
CATEGORY 1	21.83	27.10	32.57	22.29	27.67	33.25
CATEGORY 2	43.68	54.04	65.16	44.60	55.17	66.53
CATEGORY 3	130.98	162.69	195.46	133.73	166.11	199.56

**SCHEDULE "F" - DISTANCE EDUCATION**

**SUBJECT: WORKLOAD GUIDELINES FOR NON-CONVENTIONAL (HOME STUDY) INSTRUCTION**

**Tutors** - are responsible for course instruction and some evaluation

**Managers** - are responsible for:

- establishing the pace of instruction
- establishing criteria for any evaluation done by tutors
- setting exams
- marking exams
- making any necessary course revisions
- in the absence of tutors, doing all course instruction and evaluation.

**REMUNERATION:**

Home Study will be recognized or remunerated on the following basis:

1. Regular faculty, who are responsible for tutoring and managing a course, will be credited with 2 lecture equivalent hours per student per semester. In science courses where labs are required the credit will be increased to 3 lecture equivalent hours per student per semester. In any case, home study instructors shall receive workload credit for no fewer than 5 students per course regardless of the actual course enrolment. In addition, the number of home study students shall be included in the instructor's number of student enrolments under Article 8.3.10. Normally, these credits will be incorporated into an instructor's instructional assignment plan for a semester/academic year.

2. Regular faculty acting as course managers only will be credited with 0.6 lecture hour equivalents/student/semester.

3. Tutors will be remunerated as follows:

For tutors with minimum qualifications:

Rate "A" x ½ hour/student/week x number of students x number of weeks to a maximum of 16 weeks/semester.

For tutors with 2 years x 2 courses/year of instructional experience:

Rate "B" x ½ hour/student/week x number of students x number of weeks to a maximum of 16 weeks/semester.

For tutors with 3 years x 2 courses/year of instructional experience:

Rate "C" x ½ hour/student/week x number of students x number of weeks to a maximum of 16 weeks/semester.

For tutors with 4 years x 2 courses/year of instructional experience:

Rate "D" x ½ hour/student/week x number of students x number of weeks to a maximum of 16 weeks/semester.

	<b>Current</b>	<b>April 1, 2000</b>
Rate "A"	18.84	19.24
Rate "B"	20.17	20.59
Rate "C"	21.51	21.96
Rate "D"	22.86	23.34

4. Instructors hired in accordance with section 4.3 of the collective agreement to instruct and manage Home Study courses will be paid



Rate "E"/student/semester, rather than as per Schedule E. This fee includes preparation and wrap-up.

	<b>Current</b>	<b>April 1, 2000</b>
Rate "E"	215.08	219.60

5. Tutors or managers who instruct or are involved in science courses which require labs will have the foregoing hourly rates increased by 25%.

6. It is understood that workload credits for Home Study courses do not include course design time.

7. For the first 4 weeks of a course, tutors or manager will be guaranteed credit or payment based on the number of registrants. After the 4 week period, credit or payment is based on the number of registrants who have submitted assignments during this initial 4 week period (usually the first assignment.)

#### **LETTER OF INTENT - ANNIVERSARY DATES FOR APPOINTMENT**

##### **BETWEEN:**

Selkirk College

hereinafter called "**the College**"

##### **AND**

the Selkirk College Faculty Association

hereinafter called "**the Association**"

**Subject:** Anniversary Dates for Appointment

The College agrees to administer Article 4.1.2 Continuous Appointment in the following manner:

"Notwithstanding the provision of Article 4.1.2 faculty members appointed before December 31, 1967, will in the year of their departure from the College be paid until the anniversary of their individual starting date or August 31, whichever is the earlier, provided they were available to accept an appointment to Selkirk College prior to August 31 in the year of their commencement and provided they remain on campus and in the service of Selkirk College until their anniversary date has been reached or August 31, whichever is the earlier."

The parties have executed and are in agreement with this Letter of Intent which is dated this \_\_\_\_\_ day of February, 1993, in the City of Castlegar, B.C.

For the Association For the College

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### **LETTER OF INTENT - JOB SECURITY**

**BETWEEN:** SELKIRK COLLEGE,

hereinafter called "The College"

**AND: THE SELKIRK COLLEGE FACULTY ASSOCIATION,**

hereinafter called "The Association"

**SUBJECT: Job Security - Faculty Members and Faculty Assistants**

The College and Association agree that the College may use Faculty Assistants to manage labs and provide paraprofessional services, but in doing so will not layoff any Faculty Member currently employed by Selkirk College as (date of signing).

The parties have executed and are in agreement with this Letter of Intent which is dated this

day of , 1996 in the City of Castlegar, B.C.

FOR THE ASSOCIATION: FOR THE COLLEGE:

**LETTER OF UNDERSTANDING - COMMON AGREEMENT**

**BETWEEN: SELKIRK COLLEGE**

**AND: THE SELKIRK COLLEGE FACULTY ASSOCIATION**

**SUBJECT: COMMON AGREEMENT**

The parties acknowledge that they have ratified, and are bound by, the terms and conditions of the Common Agreement dated October 23, 1998 that covers the period to March 31, 2001.

The parties agree that if a question or issue from the application of the Common Agreement and/or its relation to any part of the Collective Agreement arises, either party may submit a clarification request to the Provincial Joint Committee.

**DATED: December 17, 1998**

FOR THE ASSOCIATION: FOR THE COLLEGE:

**LETTER OF UNDERSTANDING - COMMON AGREEMENT - PLA**

**BETWEEN: THE SELKIRK COLLEGE FACULTY ASSOCIATION**

**AND: SELKIRK COLLEGE**

**SUBJECT: ARTICLE 6 COMMON AGREEMENT - PLA**

The SCFA shall meet with the College by March 31, 1999 to discuss and resolve the workload credit for Prior Learning Assessment. Failing resolution by the parties, the issue shall be referred to the Joint Administration and Dispute resolution Committee (JADRC) dispute resolution procedure provided for in the Common Agreement. The decision arising from the JADRC procedure will be retroactive to January 1, 1999.

**DATED: December 17, 1998**

FOR THE ASSOCIATION FOR THE COLLEGE

**LETTER OF UNDERSTANDING - AVIATION**

**BETWEEN: THE SELKIRK COLLEGE FACULTY ASSOCIATION**

**AND: SELKIRK COLLEGE**

**SUBJECT: AVIATION CONCERNS**

The College will continue to hold discussions with members of the Aviation Department in an attempt to resolve some of the issues. Any recommendations from these discussions will be referred to the Union/Management Committee for possible implementation.

**DATED:** December 17, 1998

FOR THE ASSOCIATION FOR THE COLLEGE

---

**APPENDIX 1: FLOW DIAGRAMS FOR EVALUATION PROCEDURES CONCERNING ARTICLE 7.7**

The flow chart diagrams are available from the Selkirk College Faculty Association. Please refer to page 39 of the Local Agreement. To obtain a copy of these flow chart diagrams, please contact Bev Onischak at [onischak@selkirk.bc.ca](mailto:onischak@selkirk.bc.ca)

99 01 22 kt