

COLLECTIVE AGREEMENT

between

SELKIRK COLLEGE

and

SELKIRK COLLEGE FACULTY ASSOCIATION

April 1, 2001 to March 31, 2004

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TABLE OF CONTENTS

PAGE

PREAMBLE (<i>see Common Agreement - Article 1</i>)	1
ARTICLE 1 - DEFINITIONS	2
1.1 Employees	2
1.2 Faculty Member	2
1.2.1 Faculty Member Duties	2
1.3 Faculty Assistant	2
1.4 Tutor	2
1.5 Department Head	2
1.6 Co-ordinator	2
1.7 Expertise	2
1.8 Seniority	3
ARTICLE 2 - MANAGEMENT RIGHTS	3
2.1	3
ARTICLE 3 - ASSOCIATION MEMBERSHIP, RECOGNITION AND DUES	3
3.1	3
3.2	3
3.3	4
3.4	4
3.5	4
3.6 Contracting Out (<i>see Common Agreement - Article 6.6</i>)	4
3.7 Information Provided	4
ARTICLE 4 - TERMS OF APPOINTMENT	4
4.1 Regular Appointment	4
4.1.1 Initial Probationary Appointment	5
4.1.2 Continuous Appointment	5
4.2 Short Term Appointments	5
4.2.1 Regularization (<i>see Common Agreement - Article 6</i>)	5
4.2.2 Annualization	5
4.2.3	6
4.3 Proportional Appointment	6
4.4	6
4.5 Casual Appointment	6
ARTICLE 5 - LAYOFF	6
5.1	7
5.2	7
5.3	7
5.4	7
5.6	7
5.7	7
5.8	7
5.8.1	7
5.8.2	8
5.8.2.1 Severance	8
5.8.3	8
5.9	8
5.10	8
5.11	8
5.12	8

ARTICLE 6 - SUSPENSION AND DISMISSAL PROCEDURES (<i>see Common Agreement- Article 3.3</i>)	8
6.1	8
6.1.1	8
6.2 Suspensionon Medical Grounds	9
6.3	9
ARTICLE 7 - EMPLOYEE EVALUATION	9
Purpose	9
Definitions	9
7.1	9
7.2	9
7.3	9
7.4	9
7.4.1	10
7.5	10
7.5.1	10
7.6	10
7.7 Evaluation Procedures	10
7.7.1 New Employees	10
7.7.2 Short-term Employees	11
7.7.3 Continuous Employees	11
7.8	11
7.9	11
ARTICLE 8 - CONDITIONS OF EMPLOYMENT	12
8.1 General	12
8.1.1	12
8.1.2	12
8.1.3 Dislocation Allowance	12
8.1.4 Free Parking	12
8.2 Faculty Workload	12
8.2.1	12
8.2.2	12
8.2.3	12
8.2.4	12
8.2.5 Workload Review Committee	13
8.3 InstructionalAssignments	13
8.3.1	13
8.3.2 Lectures	13
8.3.3 Clinicals	13
8.3.4 Laboratories	13
8.3.5	14
8.3.6 Seminars	14
8.3.7 Aviation Program	14
8.3.8 Music Program	14
8.3.9 EducationalTechnology: On-Line Courses	14
8.3.10	15
8.3.11 Student Numbers	15
8.3.11.1	15
8.3.11.2	15
8.3.11.3	15
8.3.11.4	15
8.3.11.5	15
8.3.12	15
8.3.13	15
8.3.14	15
8.3.15	16
8.3.16	16
8.3.17	16
8.3.18	16
8.3.19	16

8.3.20	Voluntary Workload Reduction	16
8.4	Non-Instructional Assignments	16
8.4.1	Department Head Non-Instructional Assignments	16
8.4.1.1		17
8.4.1.2		17
8.4.1.3		17
8.4.1.4		17
8.4.1.5		17
8.4.2		17
8.4.3		17
8.4.4		17
8.5	Faculty Assistant Assignments	17
8.5.1		17
8.5.2		17
8.6	Subsidiary Employment	17
8.7	Professional Development	17
8.7.1		17
8.7.1.1		18
8.7.1.2		18
8.7.2		18
8.7.3		18
8.7.4		18
8.7.5		18
8.7.6		18

ARTICLE 9 - SALARY CATEGORIES, PLACEMENT, AND EMPLOYEE BENEFITS 18

9.1	Faculty	18
9.2	Faculty Assistant	19
9.3	Salary Range	19
9.3.1	Placement on Scale	19
9.3.2		19
9.3.3		19
9.3.4		19
9.3.4.1		19
9.3.4.2		19
9.3.4.3		19
9.3.4.4		20
9.4	Sick Leave	20
9.4.1		20
9.4.2		20
9.4.3		20
9.5	Health Benefit Plans (see <i>Common Agreement - Article 9</i>)	20
9.5.1		21
9.5.2		21
9.5.3		21
9.6	Merit Recognition	21
9.7	Business Travel Accident Insurance	21
9.8	Retirement Benefits	21
9.8.1	Pension Buy Back	21
9.8.2	Early Retirement Incentive (see <i>Common Agreement - Article 7</i>)	22
9.8.2.1	Qualification/Criteria	22
9.8.2.2	Selection Criteria	22
9.8.2.3	Application Dates for Early Retirement	23
9.8.2.4	Early Retirement Incentive Payment	23
9.9		23

ARTICLE 10 - LEAVE OF ABSENCE (see *Common Agreement - Article 7*) 23

10.1		23
10.2	Assisted Leave for Professional Development	24
10.2.1		24
10.2.2		24

10.2.3	24
10.2.4	24
10.2.5	24
10.2.6	24
10.2.7	24
10.2.8	24
10.3 Leave of Absence Without Assistance	25
10.4 Maternity and Parental Leave (includes Adoption)(see Common Agreement - Article 8)	25
10.5 Political Leave (see Common Agreement - Article 7.9)	25
10.6 Leave for Association Business (see Common Agreement - Article 3.6.2)	26
10.6.1	26
10.6.1.1	26
10.6.1.2	26
10.6.1.3	26
10.6.2	26
10.7 Compassionate Leave (see Common Agreement - Article 7.6 and 7.7)	26
ARTICLE 11 - VACATION	26
11.1 Vacation Entitlement for Faculty	26
11.2	26
11.2.1	26
11.3 Vacation Entitlement for Faculty Assistants	27
11.3.1	27
11.3.2	27
11.4	27
11.5	27
11.6	27
11.7	27
11.8	27
11.9 Vacation Schedule	27
11.10	27
ARTICLE 12 - TECHNOLOGICAL CHANGE	27
12.1	27
12.2	27
12.3	28
12.4	28
12.5	28
12.6	28
ARTICLE 13 - GRIEVANCE PROCEDURE AND ARBITRATION	28
13.1	28
13.2 Stage I	28
13.3 Stage II	28
13.4 Stage III	28
13.5 Stage IV	28
13.5.1	28
13.5.2	28
13.5.3	29
13.5.4	29
13.5.5	29
13.5.6	29
13.6	29
13.7	29
13.8	29
13.9	29
ARTICLE 14 - SPECIAL STIPENDS	29
14.1 Coordinators and Department Heads	29
ARTICLE 15 - PICKET LINE	29

15.1	29
ARTICLE 16 - HUMAN RIGHTS	30
16.1	30
16.2	30
ARTICLE 17 - PERSONAL AND SEXUAL HARASSMENT (<i>see Common Agreement - Article 2</i>)	30
ARTICLE 18 - HIRING PROCEDURE/SELECTION COMMITTEES (<i>see Common Agreement - Article 6.3</i>) ..	30
18.1	30
18.2	31
18.3	31
18.4	31
18.5 Hiring Procedure/Selection Committee	31
ARTICLE 19 - HEALTH AND SAFETY	31
19.1	31
ARTICLE 20 - TERM OF AGREEMENT (<i>see Common Agreement - Article 14</i>)	32
20.1	32
SCHEDULE A – FACULTY ANNUAL SALARY (<i>see Common Agreement - Article 12</i>)	33
SCHEDULE B – FACULTY ASSISTANT ANNUAL SALARY	34
SCHEDULE C – STIPENDS	34
SCHEDULE D-A – OVERLOAD – FACULTY	35
SCHEDULE D-B – OVERLOAD – FACULTY ASSISTANTS	36
SCHEDULE E – CASUAL	37
SCHEDULE F – DISTANCE EDUCATION	37
SCHEDULE G – TUTORS	38
LETTER OF INTENT – ANNIVERSARY DATES FOR APPOINTMENT	39
LETTER OF INTENT – JOB SECURITY	40
LETTER OF UNDERSTANDING – COMMON AGREEMENT	41
LETTER OF UNDERSTANDING – COMMON AGREEMENT - PLA	42
LETTER OF UNDERSTANDING – MOVING EXPENSES FOR NEW EMPLOYEES	43
LETTER OF UNDERSTANDING – TASK FORCE ON EDUCATIONAL TECHNOLOGY	44
LETTER OF UNDERSTANDING – INSURANCE FEASIBILITY	45
LETTER OF UNDERSTANDING – MARKERS	46
LETTER OF UNDERSTANDING – GYMNASIUM FEES	47
LETTER OF UNDERSTANDING – CHILD CARE EXPENSES	48
APPENDIX ■ – FLOW DIAGRAMS FOR EVALUATION PROCEDURES CONCERNING ARTICLE 7.7	49

THIS AGREEMENT is effective from April 1, 2001 to March 31, 2004

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. The first is to provide within a single educational milieu a variety of educational opportunities for students of different abilities, talents and interests. The second is to extend more widely the opportunity for young people throughout the province to continue their education after graduation from secondary school. 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 I- 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 Tutor

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

1.5 Department Head

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

1.6 Co-ordinator

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

1.7 Expertise

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

1.8 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.

Effective April 1, 2001, all paid leaves shall be treated as continuous employment for the purpose of seniority accrual. Unpaid leaves shall be treated as continuous employment for the purpose of seniority accrual for the duration of the leave, except for movement up the salary increment scale. *[as per Article 7.3 of the Common Agreement]* Seniority will not be calculated retroactively.

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

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.

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

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

3.3 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 and the Association in advance of the purpose of the interview in order that, if so desired by the employee, an Association representative may be present.

3.5 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 ■ 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 25% 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 1.8.

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.

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

- 4.2.3** 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 1.7 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 twenty-five percent **(25%)** of a full workload unless the duty period is less than one semester. Such appointments that continue beyond one academic year shall become short-term appointments the following year. Remuneration will be as per Schedule E. Additional time for preparation and wrap up will be specified in the 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/services will be discontinued within a given discipline/program/service group.
- 5.3** When the layoff of an employee is required, the layoff will occur on the basis of expertise and seniority.
- 5.4** Employees will have their expertise assessed in relation to their discipline/program/service group in accordance with Article 1.7.
- 5.5** Following consultation between the Department Head and department members, the appropriate Administrator will consult the affected Department Head and he/she will determine the expertise requirements in accordance with Article 1.7 for those disciplines/programs/service groups that could be affected by layoff. In the event that an employee is teaching or working in more than one discipline/program/service group, then the expertise review will be carried out within each discipline/program/service group in which that employee teaches or works.
- 5.6** Employees who have had their expertise assessed will be able to assert their seniority rights within their discipline/program/service area.
- 5.7** For the employee who has been laid off by a discipline/program/service group reduction, the employee may
- a) fill a vacant position in another discipline/program/service group for which he/she has the required expertise.
 - b) If a vacant position is not available the employee will be eligible to exercise his/her seniority rights and bump the most junior employee in a position for which he/she has the expertise to perform all of the duties and responsibilities of the position. It will be the responsibility of the laid off employee to notify the 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/program/service groups will consist of appropriate academic qualification, satisfactory performance in the Faculty Member's discipline/program/service area, and currency in the discipline/program/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 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 a regularly scheduled 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, but iii, iv, v, vi, vii and viii must all be carried out, in sequence, for regular continuous employees:
 - i) No further contract offered (short-term contract)
 - ii) Non-renewal of contract (initial probation)
 - iii) Action Plan.
 - iv) Second Comprehensive Evaluation in four (4) months
 - v) Corrective probation (only when iv is still unsatisfactory)
 - vi) Third Comprehensive Evaluation (in the first semester of probation)
 - vii) Fourth Comprehensive Evaluation (in the second semester of probation)
 - viii) Termination (only after iii, iv, v, vi, and vii, and vii is still unsatisfactory)

- 7.6** A joint Selkirk College Faculty Association/Management Evaluation Committee, consisting of two 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

New continuous employees will have an appraisal on an annual basis until their satisfactory completion of the third-year comprehensive evaluation or its equivalent as per 7.7.1. Upon completion of the probationary period and a satisfactory three-year comprehensive evaluation, all continuous employees thereafter will receive a performance appraisal in the third year after their last comprehensive evaluation, followed by another performance appraisal in the fifth year. All continuous employees will receive a comprehensive evaluation every fifth year, which will include all the performance appraisals conducted during the previous five-year period. This procedure will be on-going unless the right of the employee or the President to request a comprehensive evaluation (as per 7.5) is invoked.

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 intercampus 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 reimbursed by the College for moving expenses which shall include the cost of moving and insuring the move of furniture and personal effects, temporary accommodation at the new location for a maximum of one month, the cost of service disconnections and connections, real estate fees incurred in the sale of previous residence, rental penalties, legal title search and transfer fees on the purchase of a new residence.
- 8.1.3.1** To be eligible to receive the dislocation allowance, employees must notify the College in writing of their intentions to relocate as a result of a transfer to another campus within 12 months of the date of their first day of work at the new location.
- 8.1.3.2** Employees will be eligible to claim the dislocation allowance for a period of two (2) years from the first day of work at the new location.
- 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.

8.2.5 Workload Review Committee

The College and the Association will establish a Workload Review Committee no later than September **30, 2001** that will examine the workload inequities created by the discounting of instructional hours, by the unique working conditions in the Aviation Department, and by the increasing demands upon non-instructional faculty. The work of the committee will include:

1. recommending to the College solutions to workload inequities or problems that could be reasonably achieved with current financial resources within the life of the agreement.
2. recommending to the College and Association solutions to the problems above that require more resources than are currently available, for discussion in the next round of bargaining.
3. providing or vetting the local workload information that will be provided to the provincial workload study to be conducted as part of the Protocol for the Common Agreement.

In addition, the committee will be responsible for the allocation of the "local negotiations" money assigned by the Common Agreement to the Association and the College that remains after any other compensation items agreed to have been costed. The committee will apply the remaining funds to improving workload conditions in the area(s) of most urgent need as determined by the committee. The targeted area(s) will be identified no later than the end of the first year of this agreement (March **31, 2002**).

The composition of the committee will be determined after the ratification of this agreement, but Association members will constitute a majority of one.

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 Educational Technology: On-Line Courses

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

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

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

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

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

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

8.3.1 ■ 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**.

8.3.11.1 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.

8.3.11.2 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.

8.3.11.3 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**.

8.3.11.4 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.

8.3.11.5 A section shall be defined **as** the lecture component of **a** course and all associated labs, seminars, **clinicals**, etc., taught by the same instructor.

8.3.12 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.

8.3.13 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.

8.3.14 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.

- 8.3.15 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.
- 8.3.16 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.
- 8.3.17 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.
- 8.3.18 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.
- 8.3.19 When determining faculty appointments the above guidelines shall be used.
- 8.3.20 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 employee's 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 normally exceed **80%** of a normal workload. Department Head release may only exceed 80% for a period of twelve **(12)** months without the approval of the Association.
- 8.4.2** 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.

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. Work scheduled in excess of thirty-five **(35)** hours per week will be calculated and paid on the same basis as Article **8.4.4** for non-instructional faculty.
- 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** The College will contribute to a fund in the amount of two **(2)** percent of the annual Association employment salary (based on monthly union dues deduction report) for approved short- and long-term professional and course development activities and assisted leaves as stated in Article 10.2. The amounts will be calculated and transferred monthly into this fund.

- 8.7.1.1** 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 fifteen (15) working days per academic year for professional and/or course development activities. Regular Faculty Assistants will develop a professional/course development plan that is acceptable to their 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:

Plan	College Contributions Full-time Employees	Employee Contribution
Medical Services Plan of B.C. (M.S.P.)	100%	0%
Extended Health Benefits	100%	0%
Life Insurance	100%	0%
Long Term Disability	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 \$4,000.00. 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.

As provided in the Common Agreement, enrolment in the College Pension Plan shall be as set out by the Pension (College) Act.

If an employee elects to purchase past service pension within the five year window proposed by the College Pension Board, effective April 1, 2001, the employer will also contribute based on the following conditions:

1. All calculations will be determined on an individual basis at the time of the buy back.
2. The present three year buy back maximum for the employer buy back portion will be increased by using all savings generated in 1 above such that the total cost to the employer is no greater than it would have been under the old buy back provisions.
3. The employer will not in any case contribute to the purchase of more years than the employee.
4. The current purchase rules require the purchase of the most recent eligible years first.
5. Buy back will be possible within a five year window under the terms set out by the College Pension Board Trustees.

The employer and the Association agree to jointly pursue additional Ministry funding to enhance the employer's ability to contribute additional amounts to the past service buy back. Other Colleges with significant amounts of past service may be asked to participate in a collaborative submission for additional funding.

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

9.8.2.4 Early Retirement- Incentive Payment

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

<u>Full Years to Retirement</u>	<u>Payout</u>
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 to the PD Fund that portion of their regular salary which they have received from the PD Fund during the period of assisted leave. This refund payment may be waived by the mutual agreement of the Association and the College. An employee will be deemed to have returned to the College, for purposes of this clause only, if he/she is unable to return to the workplace as the result of an illness or injury.
- 10.2.8** 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

10.6.1 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:

10.6.1.1 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.

10.6.1.2 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.

10.6.1.3 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.

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

10.7 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 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 ($\frac{1}{2}$) 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 (

- 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 - HEALTH AND SAFETY

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

ARTICLE 20 - TERM OF AGREEMENT

- 20.1 This agreement, unless changed by the mutual consent of both parties hereto, shall be in force and effect from April 1, 2001 to March 31, 2004 and thereafter from year to year unless either party serves notice to commence collective bargaining in accordance with the Labour Relations Act of B.C.

Signed this _____ day of _____, 2001.

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



Chair
Selkirk College Board



Vice President, Administration

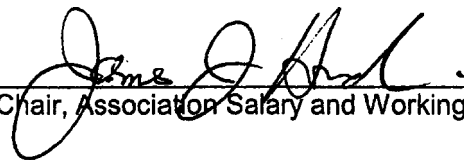


Chair
Selkirk College Negotiation Committee

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



President
Selkirk College Faculty Association

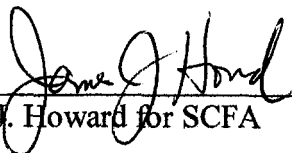


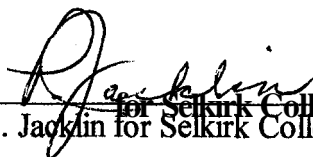
Chair, Association Salary and Working Conditions Committee

In the absence of a signature date above, the chairs of the respective bargaining teams agree and declare that the official signing date for this agreement is July 11, 2001.

Dated this 14 day of September, 2001.

Signed by:


J. Howard for SCFA


P. Jacklin for Selkirk College

SCHEDULE A – FACULTY ANNUAL SALARY

Step	April 1, 2001 Scale		April 1, 2002 Scale			
	Annual	Monthly	Annual	Monthly	Annual	Monthly
1	\$66,504.00	\$5,542.00	\$71,000.00	\$5,916.67	\$73,257.00	\$6,104.75
2	64,436.00	5,369.67	66,512.00	5,543.67	68,238.00	5,686.50
3	62,587.00	5,215.58	64,162.00	5,346.83	65,445.00	5,453.75
4	60,791.00	5,065.92	61,812.00	5,151.00	63,048.00	5,254.00
5	59,047.00	4,920.58	59,462.00	4,955.17	60,651.00	5,054.25
6	57,352.00	4,779.33	57,112.00	4,759.33	58,254.00	4,854.50
7	55,706.00	4,642.17	54,762.00	4,563.50	55,857.00	4,654.75
8	54,107.00	4,508.92	52,412.00	4,367.67	53,460.00	4,455.00
9	52,554.00	4,379.50	50,062.00	4,171.83	51,063.00	4,255.25
10	51,046.00	4,253.83	47,712.00	3,976.00	48,666.00	4,055.50
11	49,581.00	4,131.75				
12	48,158.00	4,013.17				
13	46,776.00	3,898.00				

Scale movement on April 1, 2002

Step 13 moves to Step 10
 Step 11 & 12 move to Step 9
 Step 10 moves to Step 8
 Step 8 & 9 move to Step 7
 Step 7 moves to Step 6
 Step 6 moves to Step 5

All other steps remain unchanged.

SCHEDULE B – FACULTY ASSISTANT ANNUAL SALARY

Step	April 1, 2001 Scale		April 1, 2002 Scale		April 1, 2003 Scale	
	Annual	Monthly	Annual	Monthly	Annual	Monthly
1	\$53,203.00	\$4,433.58	\$56,800.00	\$4,733.33	\$58,606.00	\$4,883.83
2	51,549.00	4,295.75	53,210.00	4,434.17	54,590.00	4,549.17
3	50,070.00	4,172.50	51,330.00	4,277.50	52,356.00	4,363.00
4	48,633.00	4,052.75	49,450.00	4,120.83	50,438.00	4,203.17
5	47,238.00	3,936.50	47,570.00	3,964.17	48,521.00	4,043.42
6	45,882.00	3,823.50	45,690.00	3,807.50	46,603.00	3,883.58
7	44,565.00	3,713.75	43,810.00	3,650.83	44,686.00	3,723.83
8	43,286.00	3,607.17	41,930.00	3,494.17	42,768.00	3,564.00
9	42,043.00	3,503.58	40,050.00	3,337.50	40,850.00	3,404.17
10	40,837.00	3,403.08	38,170.00	3,180.83	38,933.00	3,244.42
11	39,665.00	3,305.42				
12	38,526.00	3,210.50				

Scale movement on April 1, 2002

Step 11 & 12 move to Step 9
 Step 10 moves to Step 8
 Step 8 & 9 move to Step 7
 Step 7 moves to Step 6
 Step 6 moves to Step 5

All other steps remain unchanged.

SCHEDULE C – STIPENDS

	April, 2001	April, 2002	April, 2003
DEPARTMENT HEAD STIPEND	325.36	331.87	338.50
COORDINATOR STIPEND	163.19	166.95	169.78

Step	22001/02	2002/03	2003/04
1	\$129.89	\$138.67	\$143.08
2	\$125.85	\$129.91	\$133.28
3	\$122.24	\$125.32	\$127.82
4	\$118.73	\$120.73	\$123.14
5	\$115.33	\$116.14	\$118.46
6	\$112.02	\$111.55	\$113.78
7	\$108.80	\$106.96	\$109.10
	\$105.68	\$102.37	
9	\$102.64	\$97.78	\$99.73
10	\$99.70	\$93.19	\$95.05
11	\$96.84		
12	\$94.06		
13	\$91.36		

Scale movement on April 1, 2002

Step 13 moves to Step 10
 Step 11 & 12 move to Step 9
 Step 10 moves to Step 8
 Step 8 & 9 move to Step 7
 Step 7 moves to Step 6
 Step 6 moves to Step 5

All other steps remain unchanged.

SCHEDULE D-B – OVERLOAD – FACULTY ASSISTANTS

Step	22001/02	2002/03	2003/04
1	\$103.91	\$110.94	\$114.46
2	\$100.68	\$103.93	\$106.62
3	\$97.79	\$100.25	\$102.26
4	\$94.99	\$96.58	\$98.51
5	\$92.26	\$92.91	\$94.77
6	\$89.61	\$89.61	\$91.20
7	\$87.04	\$85.57	\$87.28
8	\$84.54	\$81.89	\$83.53
9	\$82.12	\$78.22	\$79.79
10	\$79.76	\$74.55	\$76.04
11	\$77.47		
12	\$75.25		

Scale movement on April 1, 2002

Step 11 & 12 move to Step 9
 Step 10 moves to Step 8
 Step 8 & 9 move to Step 7
 Step 7 moves to Step 6
 Step 6 moves to Step 5

All other steps remain unchanged.

SCHEDULE E – CASUAL

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

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

Category 3: Remuneration per diem.

Step 1: Minimum expected qualification.

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

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

	April 1, 2001			April 1, 2002			April 1, 2003		
	Step 1	Step2	Step3	Step 1	Step2	Step3	Step 1	Step2	Step3
Category 1	22.74	28.22	33.92	23.19	28.79	34.59	23.65	29.36	35.29
Category 2	45.49	56.27	67.86	46.40	57.40	69.22	47.33	58.55	70.60
Category 3	136.40	169.43	203.55	139.13	172.82	207.62	141.92	176.28	211.77

SCHEDULE F – DISTANCE EDUCATIONWORKLOAD GUIDELINES FOR NON-CONVENTIONAL (DISTANCE EDUCATION) 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:

Distance Education 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, Distance Education instructors shall receive workload credit for no fewer than 5 students per course regardless of the actual course enrolment. In addition, the number of Distance Education students shall be included in the instructor's number of student enrolments under Article 8.3.11. 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. Based on the following, tutors will be remunerated as per Schedule G:

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.

4. Instructors hired in accordance with section 4.3 of the collective agreement to instruct and manage Distance Education courses will be paid Rate "E"/student/semester, rather than as per Schedule E. This fee includes preparation and wrap-up.

	April 1, 2001	April 1, 2002	April 1, 2003
Rate "E"	\$224.00	\$228.48	\$233.05

6. It is understood that workload credits for Distance Education 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.)

SCHEDULE G – TUTORS (Hourly Rate)

	April 1, 2001	April 1, 2002	April 1, 2003
Rate "A"	\$19.62	\$20.02	\$20.42
Rate "B"	21.00	21.42	21.85
Rate "C"	22.40	22.85	23.30
Rate "D"	23.81	24.81	24.77

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:

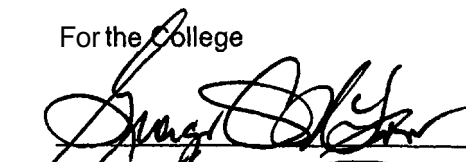

"Notwithstanding the provision of Article 4.1.2 faculty members appointed before December 31, 1967, will in the year of their departure from the College be paid until the anniversary of their individual starting date or August 31, whichever is the earlier, provided they were available to accept an appointment 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

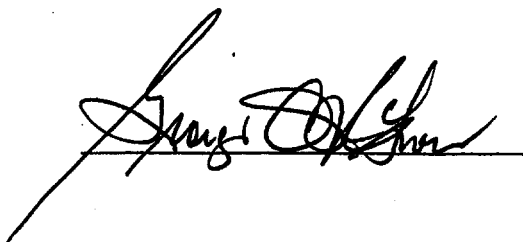
The College and Association agree that the College may use Faculty Assistants to manage labs and provide paraprofessional services, but in doing so will not layoff any Faculty Member currently employed by Selkirk College as (date of signing).

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:

A handwritten signature in cursive script, appearing to read "Don Schale", written over a horizontal line.

FOR THE COLLEGE:

A handwritten signature in cursive script, appearing to read "George O'Leary", written over a horizontal line.

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 _____ that covers the period March 31, 2001 to March 31, 2004.

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 Joint Administrative Dispute Resolution Committee (JADRAC).

DATED:

FOR THE ASSOCIATION:

FOR THE COLLEGE:

B. Buschick

[Signature]

LETTER OF UNDERSTANDING—MOVING EXPENSES FOR NEW EMPLOYEES

BETWEEN: THE SELKIRK COLLEGE FACULTY ASSOCIATION

AND: SELKIRK COLLEGE

SUBJECT: MOVING EXPENSES FOR NEW EMPLOYEES

The College acknowledges the following:

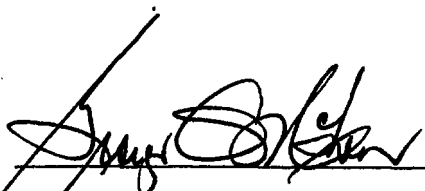
- a) that an assessment of the current College Policy relating to moving expenses for new employees will be conducted within twelve (12) months of the date of this agreement.
- b) pending the outcome of the assessment and review, appropriate recommendations will be submitted to the Policy Review Committee for consideration.
- c) The SCFA may make recommendations for change to the Policy through their Labour/Management meetings.

DATED: April 11, 2001

FOR THE ASSOCIATION



FOR THE COLLEGE



LETTER OF UNDERSTANDING—TASK FORCE ON EDUCATIONAL TECHNOLOGY

BETWEEN: THE SELKIRK COLLEGE FACULTY ASSOCIATION

AND: SELKIRK COLLEGE

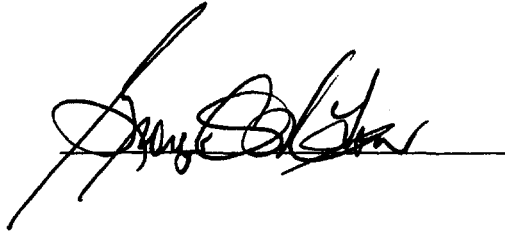
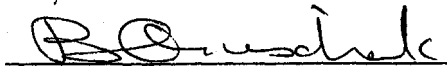
SUBJECT TASK FORCE ON EDUCATIONAL TECHNOLOGY

A Task Force on Educational Technology: On-Line Courses will be established to conduct a thorough review of issues surrounding the development, delivery, and support for students and faculty. This Committee will then make recommendations to the College as to the resolution of the identified issues prior to March 31, 2002.

DATED: April 12, 2001

FOR THE ASSOCIATION

FOR THE COLLEGE



LETTER OF UNDERSTANDING— INSURANCE FEASIBILITY

BETWEEN: THE SELKIRK COLLEGE FACULTY ASSOCIATION

AND: SELKIRK COLLEGE

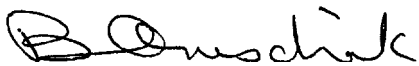
SUBJECT: INSURANCE FEASIBILITY

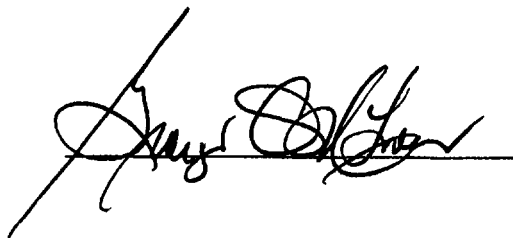
During the first year of this agreement the Labour Management Committee will explore the feasibility of improving the Business Travel Accident Insurance for Association members.

DATED: April 12, 2001

FOR THE ASSOCIATION

FOR THE COLLEGE





LETTER OF UNDERSTANDING— MARKERS

BETWEEN: THE SELKIRK COLLEGE FACULTY ASSOCIATION

AND: SELKIRK COLLEGE

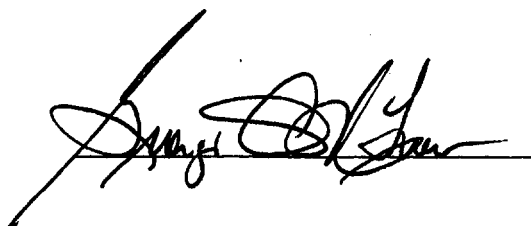
SUBJECT: MARKERS

The SCFA Labour/Management Committee will, within twelve **(12)** months of the signing of this agreement, review the issue of markers to create an agreeable definition for the position of markers, identify qualifications, establish and clarify pay rates.

DATED: April 12, 2001

FOR THE ASSOCIATION

FOR THE COLLEGE



LETTER OF UNDERSTANDING— GYMNASIUM FEES

BETWEEN: THE SELKIRK COLLEGE FACULTY ASSOCIATION

AND: SELKIRK COLLEGE

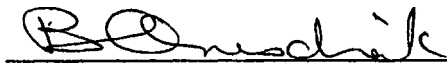
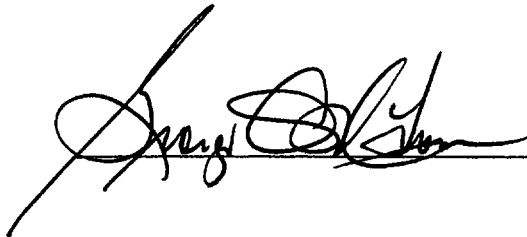
SUBJECT: GYMNASIUM FEES

Pending implementation of any recommendations by the College Wellness Committee currently under review, for the period August 1, 2001 to July 31, 2002, all regular Faculty Association employees will be entitled to a remission of 50% of the gymnasium activity fees charged for use of the gymnasium facility on the Castlegar Campus.

DATED: April 12, 2001

FOR THE ASSOCIATION

FOR THE COLLEGE

A handwritten signature in cursive script, appearing to read "B. Onischuk", written over a horizontal line.A handwritten signature in cursive script, appearing to read "Gary Olson", written over a horizontal line.

LETTER OF UNDERSTANDING – CHILD CARE EXPENSES

BETWEEN: THE SELKIRK COLLEGE FACULTY ASSOCIATION

AND: SELKIRK COLLEGE

SUBJECT: CHILD CARE EXPENSES

Upon presentation of receipts, regular employees will be reimbursed at current CIEA rates for child care expenses incurred as a result of:

- a) attendance at legislated College committee meetings, or
- b) other required meetings as approved in advance by the Dean.

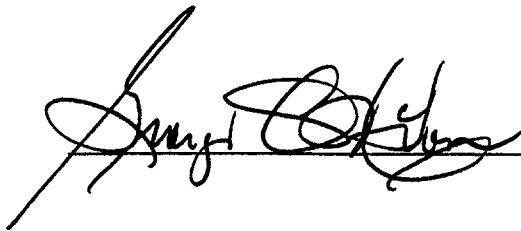
All such meetings must be scheduled outside normal working hours in order for the employee to qualify for the reimbursement. Child is understood to be the natural, adopted, step or foster child of the employee.

This letter is in effect until a College Policy is developed around reimbursement of child care expenses. At that time, this Letter will become null and void and the Policy will prevail.

DATED: April 12, 2001

FOR THE ASSOCIATION

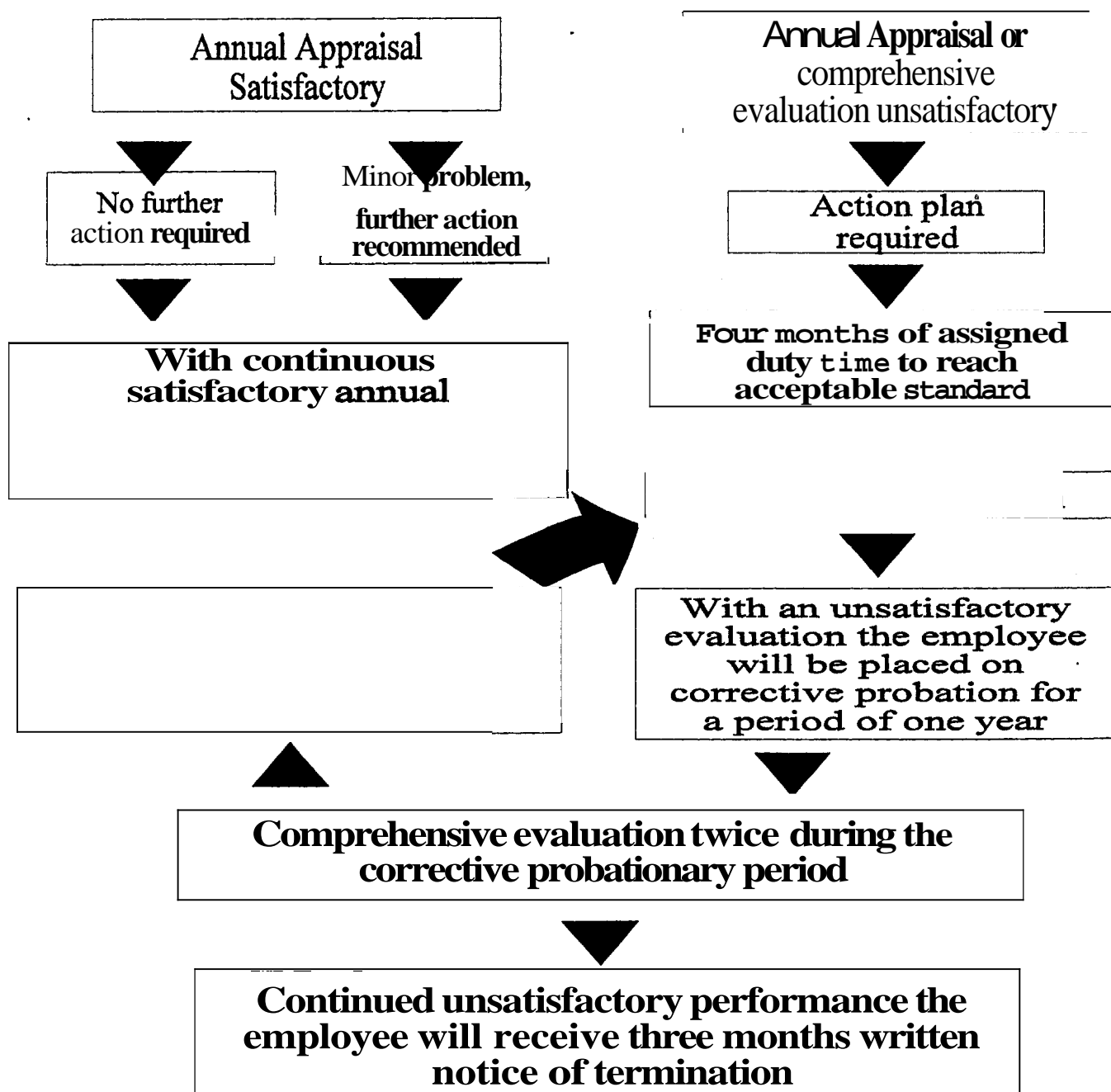
FOR THE COLLEGE



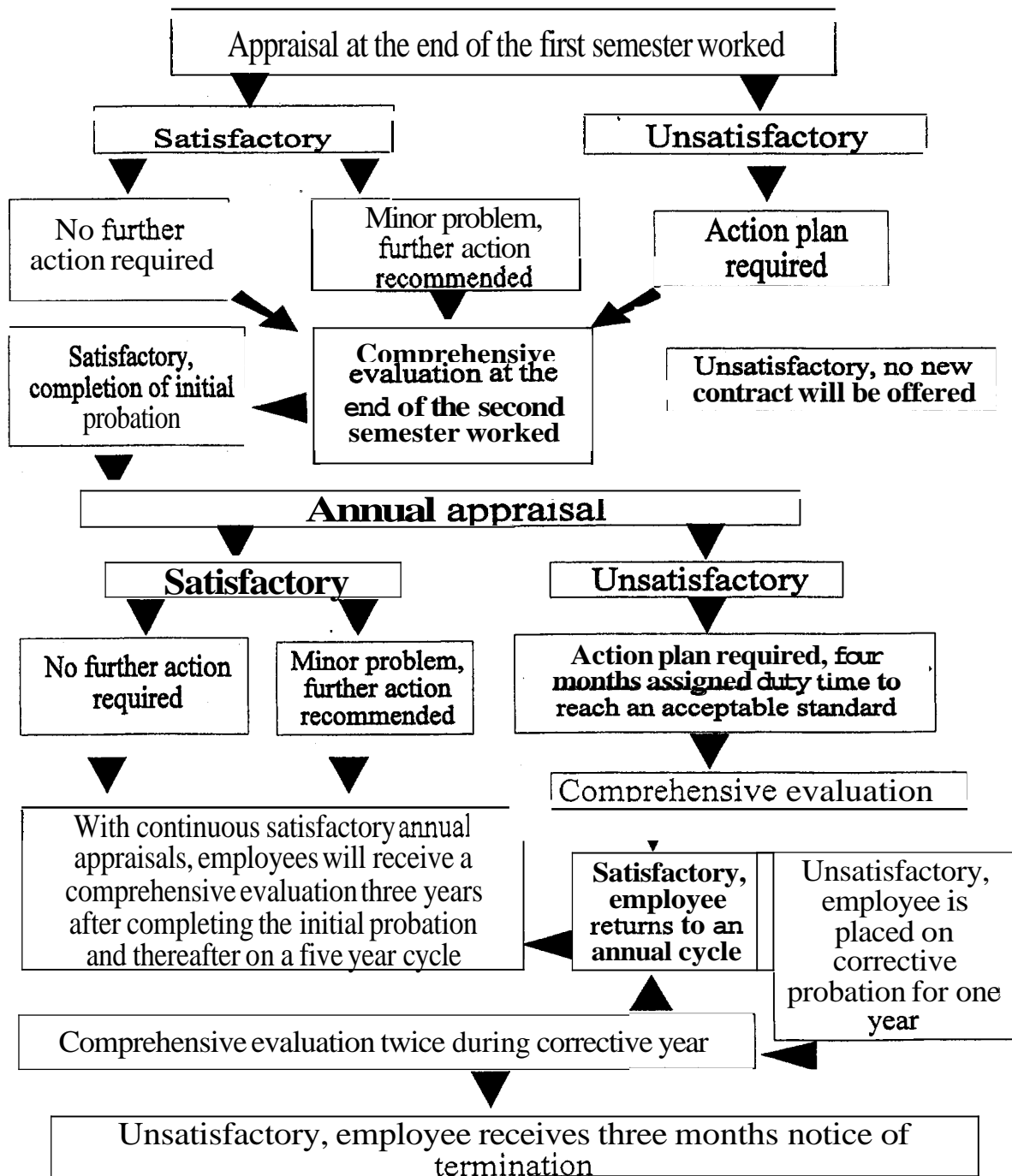
APPENDIX 1: FLOW DIAGRAMS FOR EVALUATION PROCEDURES CONCERNING ARTICLE 7.7

The flow diagrams in this appendix are included to help explain and clarify the steps in evaluation process described in Article 7.7 of this contract and are not in any way intended to replace the contract language. In the case of misunderstanding, dispute or grievance the contract language in Article 7.7 will prevail.

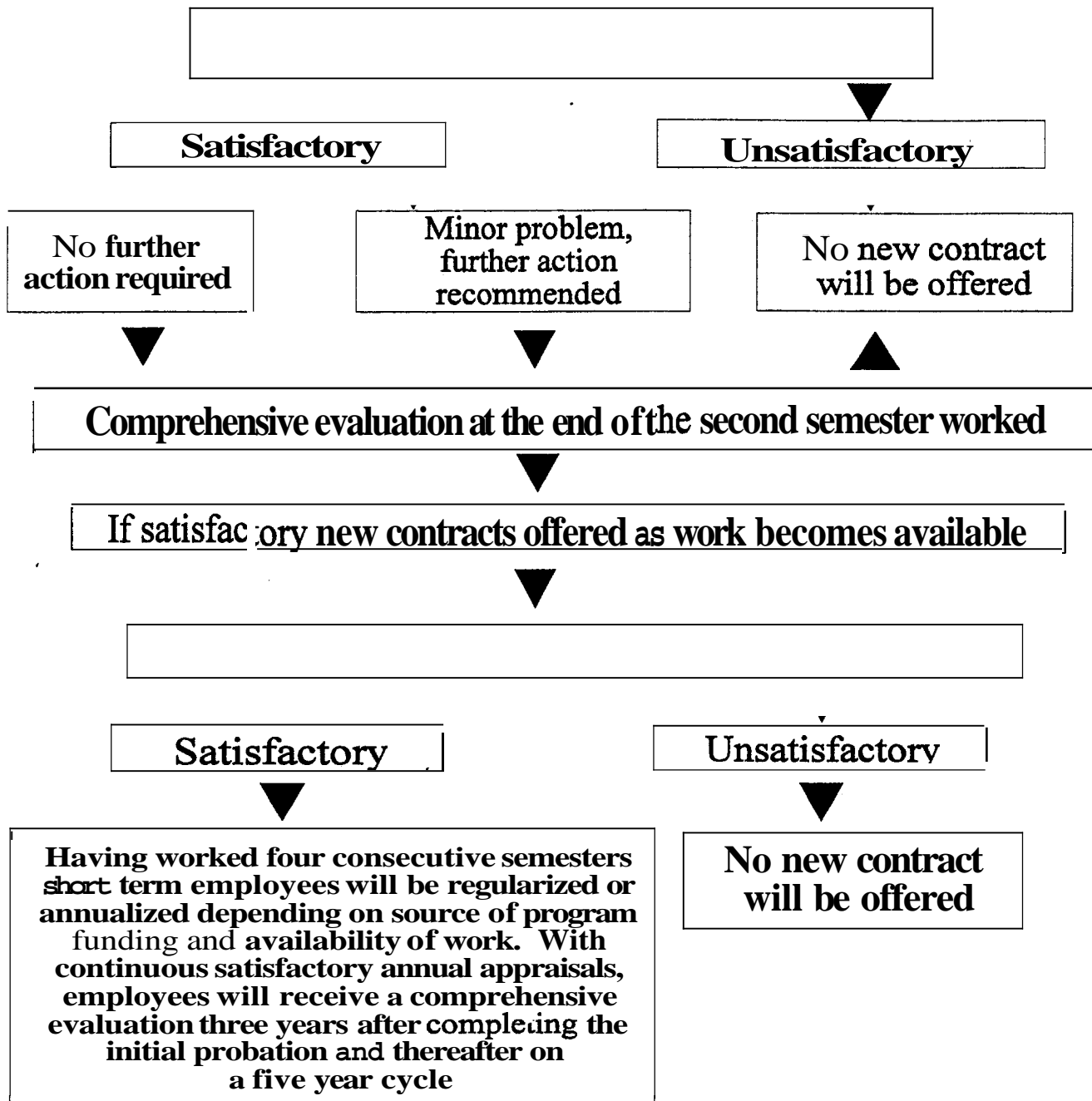
Dec. 2/94

ARTICLE 7.7 EVALUATION PROCEDURESCONTINUOUS EMPLOYEES

Dec. 2/94

ARTICLE 7.7 EVALUATION PROCEDURES**NEW EMPLOYEES**

Dec. 21/94

ARTICLE 7.7 EVALUATION PROCEDURES**SHORT TERM EMPL**

COMMON AGREEMENT

between

**The Employers' Bargaining Committee
on behalf of member institutions
ratifying this Common Agreement**

and

**The Provincial Bargaining Council
on behalf of the trade unions
ratifying this Common Agreement**

March 30, 2001

JUN 0 2002

LIST OF THE COMMON PARTIES

Employers' Bargaining Committee on behalf of

College of New Caledonia, College of the ~~Rockies~~, Camosun College, Capilano College, Douglas College, Institute of Indigenous Government, Kwantlen University College, Malaspina University College, North Island College, Northern Lights College, Northwest Community College, Selkirk College, University College of the Cariboo, Vancouver Community College.

Provincial Bargaining Council of College Institute Educators' Association (CIEA) and BC Government & Service Employees' Union on behalf of

Academic Workers' Union (CIEA Local 11), BC Government and Service Employees' Union (BCGEU), Faculty Association of the College of New Caledonia (CIEA Local 3), College of the Rockies Faculty Association (CIEA Local 6), Camosun College Faculty Association (CIEA Local 12), Capilano College Faculty Association (CIEA Local 1), Cariboo College Faculty Association (CIEA Local **2**), Douglas College Faculty Association (CIEA Local **4**), Institute of Indigenous Government ~~Staff~~ and Faculty Association (CIEA Local **18**), Kwantlen College Faculty Association (CIEA Local 5), Malaspina College Faculty Association (CIEA Local **8**), North Island College Faculty Association (CIEA Local 16), Selkirk College Faculty Association (CIEA Local 10), Vancouver **Community** College Faculty Association (CIEA Local 15).

TABLE OF CONTENTS

DEFINITIONS.....	1
ARTICLE 1 - PREAMBLE	2
1.1 Purpose of Common Agreement	2
1.2 Future Legislation	2
1.3 Conflict with Policies	2
1.4 Singular and Plural.....	2
ARTICLE 2 - HARASSMENT.....	2
2.1 Statement of Commitment	2
2.2 Definitions	3
2.3 Procedures	3
2.4 Findings.....	5
2.5 Rights of the Parties	5
2.6 False Complaints. Breaches of Confidentiality and Retaliatory Action.....	5
2.7 Local Discussion.....	6
2.8 Relation to Other Agreements.....	6
ARTICLE 3 - EMPLOYER/UNION RELATIONS	6
3.1 Human Resources Database.....	6
3.2 Joint Administration and Dispute Resolution Committee	7
3.3 Jurisdictional Dispute Resolving Process.....	8
3.4 Contract Training and Marketing Society	9
3.5 Leave of Absence for College Committees and Union Leave	12
ARTICLE 4 - PRIOR LEARNING ASSESSMENT.....	13
4.1 Definition	13
4.2 Prior Learning Assessment as Workload	14
4.3 Training in Prior Learning Assessment.....	14
4.4 Prior Learning Assessment Coordinators.....	14
ARTICLE 5 - COPYRIGHT AND INTELLECTUAL PROPERTY.....	14
5.1 Copyright Ownership	14
5.2 Employer Rights to Materials Copyrighted by Employee(s).....	14
5.3 Employee Rights to Materials Copyrighted by the Employer.....	14
5.4 Joint Review	15
ARTICLE 6 - JOB SECURITY	15
6.1 Employee Security and Regularization.....	15
6.2 Program Transfers And Mergers.....	19
6.3 Registry of Laid OFF Employees.....	19
6.4 Targeted Labour Adjustment	22
6.5 Labour Adjustment Fund	23
6.6 Contracting Out.....	23
6.7 Education Technology.....	24
ARTICLE 7 - LEAVES.....	24
7.1 Preamble.....	24
7.2 General Leave.....	24
7.3 Seniority Accrual	24
7.4 Retention of Status.....	24
7.5 Benefits While on Leave.....	24
7.6 Bereavement Leave.....	24
7.7 Compassionate or Family Illness Leave.....	25
7.8 Jury Duty and Court Appearances.....	25

7.9	Public Duties.....	25
7.10	Exchange Leave.....	25
7.11	Deferred Salary Leave.....	25
ARTICLE 8 - PARENTAL LEAVE.....		25
8.1	Entitlement.....	25
8.2	Commencement of Leave.....	25
8.3	Benefits Continuation.....	26
8.4	Supplemental Employment Benefit for Maternity and Parental Leave	26
ARTICLE 9 - HEALTH AND WELFARE BENEFITS.....		27
9.1	Joint Committee on Benefits Administration	27
9.2	Specific Benefits.....	28
9.3	Disability Benefits.....	29
ARTICLE 10 - PENSIONS.....		30
10.1	Mandatory Enrolment.....	30
10.2	Existing Employees.....	30
ARTICLE 11 - EARLY RETIREMENT INCENTIVE.....		30
11.1	Definition	30
11.2	Eligibility.....	30
11.3	Incentive Payment.....	31
ARTICLE 12 - SALARIES		31
12.1	Provincial Salary Scale.....	31
12.2	Secondary Scale Adjustment.....	31
12.3	Maintenance of Placement.....	31
12.4	Calculation of Pay	32
12.5	Salary Level Protected.....	32
12.6	Overload.....	32
ARTICLE 13 - EFFECT OF THIS AGREEMENT		32
ARTICLE 14 - TERM.....		33
APPENDIX A - PROVINCIAL SALARY SCALE		34
APPENDIX B - LIST OF INVESTIGATORS.....		35
APPENDIX C - DISPUTE REFERRAL FORM.....		36
APPENDIX D - LIST OF ARBITRATORS		37
APPENDIX E1 - REGISTRY OF LAID OFF EMPLOYEES - FORM 1		38
APPENDIX E2 - REGISTRY OF LAID OFF EMPLOYEES - FORM 2		39
APPENDIX F - MEDICAL TRAVEL REFERRAL BENEFIT.....		40
APPENDIX G - DENTAL PLAN.....		44
LETTER OF UNDERSTANDING 1 - JOINT ADMINISTRATION DISPUTE RESOLUTION COMMITTEE OPERATIONAL REVIEW.....		45
LETTER OF UNDERSTANDING 2 - EMPLOYEE SECURITY AND REGULARIZATION.....		46
LETTER OF UNDERSTANDING 3 - CAMOSUN COLLEGE.....		47
LETTER OF UNDERSTANDING 4 - INSTITUTE OF INDIGENOUS GOVERNMENT... 48		
MEMORANDUM - LOCAL NEGOTIATIONS.....		49

DEFINITIONS

"Agreement" or "Common Agreement" means this Agreement reached between the Employers and the Provincial Bargaining Council and its constituent bargaining units as described in the Protocol dated February 21, 2001.

"Collective agreement" means the combination of provisions of the Common Agreement with local provisions that constitute a collective agreement between an institution and a local union.

"Employee" means a person employed within a bargaining unit represented by a union participating in the Provincial Bargaining Council ratifying the Common Agreement.

"Employer(s)" or "Employer" means institutions ratifying the Agreement.

"Institution" means a college, university college, institute or agency created under the *College and Institute Act, Open Learning Agency Act or Institute of Technology Act* that has ratified the Common Agreement.

"Joint Administration and Dispute Resolution Committee" or "JADRC" means the committee established under Article 3.2 below.

"Joint Labour-Management Committee" means a committee formed by local parties with equal representation from a local union and an institution.

"Local parties" means the institution and local bargaining unit where both have ratified this Agreement.

"Local provision" means a provision of a collective agreement established by negotiations between an individual employer and a local union.

"Local union" means a bargaining unit representing employees at an institution that has ratified this Agreement.

"Ministry" means the Ministry of Advanced Education, Training and Technology.

"Parties" or "Common Parties" means the Employers and Unions identified in the Protocol Agreement of February 21, 2001 that have ratified this Agreement.

"Post-Secondary Employers' Association" or "PSEA" means the Employers' association established for post-secondary colleges and institutes under the Public Sector Employers' Act.

"Provincial Bargaining Council" means a council of the BC Government and Service Employees' Union (BCGEU) and the College Institute Educators Association (CIEA) formed for the purpose of negotiating this Agreement.

"Ratification" means the acceptance by an institution and a local union of the terms of the Common Agreement pursuant to the protocol of February 21, 2001.

"Union" means a faculty association or trade union certified as a bargaining agent.

ARTICLE 1 - PREAMBLE**1.1 Purpose of Common Agreement**

1.1.1 The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Parties.

1.1.2 In order to promote the efficient and effective operation of the institution through the establishment and continuance of harmonious relations and working conditions established under the collective agreement, and to assist in the development and expansion of the public post-secondary system, the Parties therefore agree to the following terms of contract.

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the Parties hereto will negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered. All other provisions of the Common Agreement shall remain in full force and effect.

1.3 Conflict with Policies

Every reasonable effort will be made to harmonize Employer policies with the provisions of this Agreement. In the event of a conflict between the contents of this Agreement and any policies made by the Employer, the terms of this Agreement will prevail.

1.4 Singular and Plural

Wherever the singular is used in the Common Agreement, the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

ARTICLE 2 - HARASSMENT**2.1 Statement of Commitment**

The colleges and institutes promote teaching, scholarship and research and the free and critical discussion of ideas.

Unions and Employers are committed to providing a working and learning environment that allows for full and free participation of all members of the institutional community. Harassment undermines these objectives and violates the fundamental rights, personal dignity and integrity of individuals or groups of individuals. Harassment is a serious offence that may be cause for disciplinary sanctions including, where appropriate, dismissal or expulsion.

The colleges and institutes have a responsibility under BC's Human Rights Code to prevent harassment and to provide procedures to handle complaints, to resolve problems and to remedy situations where harassment occurs.

The Employer will offer educational and training programs designed to prevent harassment and to support the administration of the institutional policies and to ensure that all members of the institutional community are aware of their responsibility with respect to the policy.

2.2 Definitions

2.2.1 Harassment is a form of discrimination that adversely affects the recipient on one or more of the prohibited grounds under the BC Human Rights Code [R.S.B.C. 1996 c.210].

Harassment as defined above is behaviour or the effect of behaviour, whether direct or indirect, which meets one of the following conditions:

- (a) is abusive or demeaning;
- (b) would be viewed by a reasonable person experiencing the behaviour or effect of the behaviour, **as** an interference with her/his participation in an institutional related activity;
- (c) creates a poisoned environment.

As of this date, the grounds protected against discrimination by BC's Human Rights Code [R.S.B.C. 1996 c.210] are age, race, colour, ancestry, place of **origin**, political belief, religion, marital status, physical or mental disability, sex, sexual orientation and, in the case of employment, unrelated criminal convictions.

2.2.2 Sexual Harassment is behaviour of a sexual nature by a person who knows or ought reasonably to know that the behaviour is unwanted or unwelcome; and

- (a) which interferes with another person's participation in an institution-related activity; or
- (b) leads to or implies employment, or academically-related consequences for the person harassed; or
- (c) which creates a poisoned environment.

2.3 Procedures

2.3.1 Mediation

When a complaint is received by the Employer involving an individual covered by this collective agreement, the local parties will initiate a mediation procedure at the bargaining unit level. The mediation process is the recommended avenue of resolution.

Consensual mediation will require the agreement of the complainant and the alleged harasser to use the following process:

- (a) **the** local parties will discuss the nature of the complaint and agree upon who will conduct the mediation;
- (b) the mediation process and resolution will be **kept** strictly confidential by all participants;
- (c) where a resolution **is** reached, the complainant and the alleged harasser must agree in writing to the resolution and the matter will then be considered concluded;
- (d) **no** record of ~~the~~ mediation except the written agreed resolution will be placed on an employee's file. The written resolution will be removed from the employee's file after 12 months **unless** there has been a

subsequent complaint of harassment against the employee within the 12 month period.

2.3.2 Investigation

Where either the complainant or alleged harasser does not agree to mediation, or no resolution is reached during the mediation, the complaint will be referred to an investigator selected from a list of investigators agreed upon by the local parties.

An investigator will be appointed within ten (10) working days of referral.

Where the local parties are unable to agree on a list of investigators, JADRC will determine the list. (~~See~~Appendix B.)

The referral should, where possible, include a written statement from the complainant and the alleged harasser which succinctly outlines the issue(s) in dispute. The referral should be assembled by the Institution and forwarded to the Investigator with a copy sent to the Union(s).

The appointment of an investigator does not preclude an investigator from mediating the dispute where possible.

Any complaint of harassment will be kept confidential except as is necessary to investigate and resolve the issue. Investigators will stress the confidentiality of the investigation with the person(s) interviewed.

2.3.3 Terms of Reference of the Investigator

- (a) The purpose of the investigator will be to ascertain facts.
- (b) All persons quoted in the investigation will be named by initials.
- (c) The report of the Investigator will be given, in confidence, to the Union(s) and the Employer. It is the responsibility of the Employer to forward a copy of the report to the complainant and the alleged harasser. The Employer will state, **in a** covering letter, that the report is confidential. The report should refer to individuals involved by initials only. However, a **key** will be provided to the Employer and the Union(s) for internal use. This practice should be repeated at any subsequent arbitral proceeding.
- (d) The report will not be introduced **as** evidence or have standing in any arbitration, or other legal procedure. This does not preclude the parties from reaching an **Agreed** Statement of Fact based upon facts in the report in preparation for an arbitral proceeding.
- (e) **Reliance on Report of Third Party Investigator**
Despite 2.3.3 (d), an institution is entitled to rely on the fact of mediation or the report of a third party investigator **as** evidence that may mitigate liability in **a** proceeding that follows receipt of the third party investigator's report.

The Employer is entitled to rely on the investigator's report **as** evidence that it acted in **good** faith in any disciplinary action that it undertook

following receipt of the third party investigator's report where the issue of good faith is raised by a grievor or the union.

- (f) The investigator will not be compellable as a witness in any arbitration or other legal procedure which may result from the investigation.
- (g) The investigator will conclude her/his work within ten (10) days of appointment and **will** render a report within a further five days. These timelines may be extended if deemed appropriate by the local parties. If a dispute arises with respect to the extension, the matter will be referred to JADRC. If requested by the investigator, the Employer will provide meeting space and contact information about persons to be interviewed.
- (h) The investigator may, as part of her/his report, make recommendations for resolution of the complaint.
- (i) The investigator's report will not be placed on an employee's file.

2.4 Findings

2.4.1 The Employer will make a written determination based upon the facts and recommendation, if any, within ten (10) working days of the receipt of the Investigator's report. If necessary, this timeline may be extended by mutual agreement between the local parties.

2.4.2 The determination will:

- (a) state the action(s), if any, to be taken or required by the Employer.
- (b) include, where appropriate, a statement of exoneration.

2.5 Rights of the Parties

Should a complainant file a complaint under the provisions of the Human Rights Code, it is understood that the Human Rights Code complaint will be set aside until such time **as** the procedures under this article have been completed.

Where an allegation includes both complaints **under** the Human Rights Code and a personal harassment **complaint**, the local parties may agree to have the Investigator investigate all of the **complaints**, in order to relieve against expense and duality of process.

2.5.1 The above noted procedure does not restrict:

- (a) The Employer's right to take disciplinary action;
- (b) The Union's right to grieve such disciplinary action or to grieve an alleged violation of this article.

2.5.2 The report of the investigator may be **used** in the development of an **Agreed** Statement of Fact for an arbitral proceeding.

2.6 False Complaints, Breaches of Confidentiality and Retaliatory Action

Frivolous, vexatious or malicious complaints of harassment or breaches of the confidentiality provisions of this clause or retaliation in respect of a complaint may result in discipline.

Should retaliation **be** alleged following the filing of a complaint, an Investigator may deal with that allegation and make a finding.

2.7 Local Discussion

The local parties will meet ~~as~~ necessary to facilitate the administration and other aspects of the application of this article including issues arising under 2.8 below. The local parties may refer any differences over the administration or application of this article to JADRC for resolution.

2.8 Relation to Other Agreements

Where a complaint under Article 2 involves individuals who are covered by another collective agreement the local parties will meet to clarify and ~~agree~~ upon a procedure.

ARTICLE 3 - EMPLOYER/UNION RELATIONS

3.1 Human Resources Database

The Parties believe that their on-going and collective bargaining relationships are enhanced through useful, timely and accessible data on relevant human resources matters, including those listed below,

The Parties agree to provide and support the accumulation and dissemination of available ~~data~~ to the Centre for Education Information Standards and Services, or some other mutually agreed upon organization. The Parties may undertake joint projects for the comparative analysis of such data.

The Parties agree that a Steering Committee will oversee this program. The **Committee** will include representatives designated by each Party.

The Parties recommend that the Ministry of Advanced Education, Training and Technology continue to provide funding to assist in the gathering, analysis, and maintenance of such data through the agreed-upon organization.

3.1.1 Relevant Matters include:

- (a) Health and Welfare**
 - (i) Types of coverage
 - (ii) Participation rates
 - (iii) Premiums
 - (iv) cost sharing
 - (v) Commission costs
 - (vi) Available studies commissioned by Government agencies (e.g. comparative benefit analysis)
 - (vii) Carrier contracts
- (b) Collective Bargaining**
 - (i) Salary information by classification
 - (ii) Demographics: age, sex, salary, placement, status
 - (iii) Analysis of local collective agreements within the system
 - (iv) Pension plan participation rates

- (c) Contract Administration
 - (i) Arbitration, Labour Relations Board, JADRC, Harassment, Jurisdictional and other third-party decisions and costs thereof for the system
 - (ii) Local Letters of Understanding

3.2 Joint Administration and Dispute Resolution Committee

3.2.1 Formation and Composition

The Parties to this agreement will maintain a Joint Administration and Dispute Resolution Committee (JADRC) consisting of five **(5)** representatives of the Employers and five **(5)** representatives of the Provincial Bargaining Council.

3.2.2 Operation

Meetings of JADRC shall be held as **needed**. A meeting shall be called within twenty (20) days of the written request of either party unless mutually agreed otherwise. A minimum of 6 representatives with equal representation from the Common Parties will constitute a quorum. JADRC will set its **own** procedures and protocols. All decisions of JADRC will be mutual decisions ~~between~~ the Parties and will be recorded or confirmed in writing.

3.2.3 Purpose

The purpose of JADRC is to:

- (a) Assist in the administration of collective agreements.
- (b) Provide a forum for dialogue between the Parties respecting issues impacting labour relations.
- (c) Provide a means for resolving issues ~~pertaining~~ to the implementation, interpretation and resolution of matters arising from the Common Agreement.
- (d) Appoint an umpire(s) or arbitrator(s) **as** applicable for:
 - (i) Jurisdictional Disputes Resolving process
 - (ii) Suspension and Discharge Grievance Resolution
 - (iii) Common Agreement Dispute Resolution
- (e) Develop strategies to reduce arbitration and related costs.

3.2.4 Common Agreement Dispute Resolution

Where a dispute arises concerning the interpretation, application, operation or alleged violation of this Agreement, the local parties will refer the dispute to JADRC using the Dispute Referral Form at Appendix C to this Agreement. Such referral would occur after the local grievance procedure is exhausted or deemed completed by agreement of the local parties.

JADRC will act as the registrar for referred disputes and will forward the matter to an arbitrator, within thirty (30) calendar days of the receipt of the dispute by JADRC's designated registrar. (~~See~~ Appendix D for the list of arbitrators.)

Notwithstanding the referral of a dispute to an arbitrator, the local parties may mutually agree to request that JADRC attempt to resolve the matter through a pre-hearing discussion at the JADRC level. Where JADRC reaches a mutual decision on a matter referred, the decision will be final and binding upon the local parties.

Prior to an arbitral hearing, and in the absence of any JADRC decision, the local parties may resolve a dispute which relates to the interpretation, application, operation or alleged violation of this Agreement. The resolution is without prejudice or precedent.

3.2.5 Process and Costs

A matter referred to an arbitrator will be scheduled and heard within sixty (60) calendar days of referral unless otherwise mutually **agreed** by the local parties. Decisions will be final and binding except as provided by Section 99 of the Labour Relations Code.

Arbitral decisions shall be rendered within fifteen (15) calendar days of the conclusion of the hearing. Time limits may be altered by mutual agreement between the parties.

An arbitrator has the authority to order pre-hearing disclosure and to act as a mediator provided such action does not unduly delay a decision.

Each local party will be responsible for its own costs. The costs of the arbitrator will be **shared** by the local parties.

3.2.6 Suspension and Discharge Grievance Resolution

Where a grievance is filed concerning the suspension or discharge of an employee, and after the local grievance procedure has been exhausted or deemed completed by agreement of the local parties, either party may refer the grievance to JADRC. JADRC's designated registrar will refer the grievance to an arbitrator within thirty (30) calendar days of the registrar's receipt of the grievance. (See Appendix D for the list of arbitrators.) It is understood that the actual number of hearing days will **not exceed** three (3) days unless otherwise agreed by the local parties or as directed by the arbitrator.

Process, timelines and costs will be **in** accordance **with** Article 3.2.5.

3.3 Jurisdictional Dispute Resolving Process

3.3.1 Preamble

The purpose of this article is to outline a jurisdictional dispute resolution process which is equitable, expeditious and reflects the desire of the Parties to promote effective working relationships.

The Parties **agree** that the following process will be used in **the** event of a dispute respecting the appropriateness of a bargaining unit placement where the institution introduces a new position or significantly revises an existing position.

3.3.2 Process

- (a) When requested, the institution will provide a bargaining unit position or job description to the Union(s) certified at the institution. The Union may request such things as a draft job posting, job description, course outline, organizational chart, and other relevant information. The institution will make every reasonable effort to respond to the request within seven (7)

days of receipt of the request, but not later than thirty-one (31) **days** of receipt of the request.

- (b) For a new position or when a significant change has occurred, a local **party** may request a meeting pursuant to 3 below, to resolve any dispute which may arise concerning the appropriateness of bargaining unit placement.
- (c) When requested, the local parties will meet within twenty-one (21) calendar days. Every effort will be made to reach agreement on the appropriate bargaining unit placement.
- (d) When there remains a dispute a local party may refer the matter within thirty (30) calendar **days** to a Jurisdictional Assignment Umpire it selects ~~from~~ a list of Umpires appointed by the JADRC.
- (e) The referral will include a brief outline of the particulars of the dispute, a **summary** of the party's position on the matter and copies of documents upon which the party intends to rely. **A** copy of the referral and documents will be sent to each Union certified and the institution.
- (f) The Umpire will convene a hearing within twenty-one (21) days of receipt of the initial referral.
- (g) The Umpire will direct an exchange of particulars and documents upon which the parties intend to rely no later than seven (7) **days** prior to a hearing of the matter.
- (h) The hearing will be expedited in all respects and conducted on an informal basis.
- (i) The expenses and ~~fees~~ of the Umpire will be borne equally among the parties involved in the dispute.
- (j) In **determining** the appropriateness of bargaining unit placement, the Umpire shall consider:
 - (i) job elements;
 - (ii) past practice;
 - (iii) impact on industrial relations;
 - (iv) community of interest;
 - (v) employee preference, **fairness** and equity;
 - (vi) certification definition(s);
 - (vii) and such other factors as deemed appropriate by **the** Umpire.
- (k) The Umpire will render a decision within twenty-one **(21)** days after the conclusion of the hearing.
- (l) The parties will accept the decision **as** final and binding on each of them.

3.4 Contract Training and Marketing Society

- 3.4.1** The Parties will continue a system Contract Training and Marketing Society (CTM) to facilitate, enhance, and support the initiatives of participating member **institutions**.

The Parties **agree** to work together to assist the CTM to achieve its objectives as set out **below**.

3.4.2 Objectives of the Contract Training & Marketing Society

- (a) To increase the contract training opportunities of institutions in the public post-secondary education system through entrepreneurial and revenue generating training and education courses, programs and projects.
- (b) to develop alliances and partnerships between colleges and institutions, governments, community groups, agencies, employers, unions, international education agencies and others in order to support courses, programs and services.
- (c) to assist institutions to be responsive to the contract training and **learning needs** of governments, agencies, employers, unions and community groups.
- (d) to enhance employment opportunities within the system
- (e) to facilitate the development of programs and services in response to contract training needs
- (f) to assist institutions in the establishment, development and enhancement of contract training capacities
- (g) to effectively market contract training and service abilities of the public post secondary system
- (h) to assist institutions to design contract training activities
- (i) to provide a mechanism for institutions to work together as a system, such as a consortium, in order to deliver contract training activities
- (j) to provide a single contact point or referral agency when desired **between** purchasers of contract training activities and institutions with the capacity to deliver the programs and/or services
- (k) to enable institutions to produce surplus **revenues** in support of the institution

3.4.3 Structure of the Contract ~~Training~~ & Marketing Society

- (a) Membership:
 - (i) One representative from each institution, one representative from each bargaining unit and one representative of the Ministry of Advanced Education, Training and Technology
 - (ii) Despite **(a)** above, there will **only** be one vote per institutional member and one vote per institution for faculty/instructor representation.
- (b) Directors:

Six (6) directors appointed by the Council of Chief Executive Officers and **six** (6) directors appointed by the Provincial Bargaining Council and one member appointed by the Ministry of Advanced Education, Training and Technology

(c) Membership Activities:

Approval of the annual business plan of the Society

(d) Director Activities:

Supervise and report the activities of the Society

(e) Society Activities:

- (i) to develop appropriate annual financial/business plans
- (ii) to appoint staff as required to fulfil operational requirements
- (iii) to develop mechanisms to identify and monitor contract training, and inventory expertise, resources, curriculums and competencies as a resource for the Society's objectives
- (iv) to facilitate the co-ordination of contract training/marketing/career development activities
- (v) to develop strategies for marketing contract training
- (vi) to meet with potential "customers" to promote the system
- (vii) to ~~meet~~ with system trainers/unions/employers in a problem solving capacity including dealing with questions of competitive advantage
- (viii) to review regularly the expertise listed on the Registry and to provide that information to ~~the~~ contract training departments of the participating institutions for the purposes of identifying employment needs
- (ix) to liaise with employers/unions/agencies to identify emerging labour market trends in order to identify new opportunities
- (x) to develop an inventory of contract training expertise of institutions

3.4.4 Administration

(a) To assist in advancing the goals of ~~the~~ Contract Training and Marketing Society, members of the Society will be responsible:

- (i) to participate along with representatives of the Parties in training initiatives of the CTM
- (ii) to assist with the development of an effective communication method at the local level

(b) Parties to this Agreement will advise the CTM of:

- (i) the names of institutional and bargaining unit members
- (ii) the names of the designate responsible for the signing of a waiver of any specific article of a collective agreement **required** to facilitate activities of CTM

- (c) CTM will send copies of invitations to tender and final contracts to the member(s) under 3.4.3(a)(i) above at affected institution(s) and to a designated representative of each of PSEA, CIEA and the BCGEU

CTM will annually provide the Parties and the Ministry of Advanced Education, Training and Technology with a report on its activities. This report shall include:

- ◆ A descriptive abstract of the project(s) undertaken by CTM
- ◆ The bargaining unit(s) involved and the monetary value to the institution involved in the project
- ◆ A listing of projects on which CTM was asked to bid but was not awarded and, if possible, a brief rationale of the reason(s) the project was not awarded.

3.4.5 Funding

The Parties recommend that funding continue to be allocated by the Ministry of Advanced Education, Training and Technology for the purpose of the operation and activities of the Society.

3.4.6 Performance of Certain Work

Unless mutually agreed otherwise by the affected local parties, when the Society **secures** contract training work for an institution with local parties to this Agreement, that work will be delivered by bargaining unit members covered by and in accordance with this Agreement at the institution. The allocation of work arising from a CTM contract will respect established practice and the jurisdictions established by local collective agreements, including collective agreements covering employees not covered by this Agreement. Allocation of work to employees other than bargaining unit members covered by this Agreement will occur only with the written agreement of the local parties.

3.4.7 Non-signatories

Where an institution is not a signatory to this Agreement, contracts for project work may be awarded through CTM on a case by case basis provided that the local parties mutually agree to **adhere to** the provisions of this Article.

3.4.8 Waivers

Where a waiver of any specific article in a collective agreement has been granted as per Article 3.4.4(b)(ii), JADRC will receive a copy.

3.5 Leave of Absence for College Committees and Union Leave

3.5.1 Leave of Absence for College Committees

An employee whose assigned work schedule would prevent her/him from attending meetings of a college committee to which she has been elected or appointed, will be granted a leave of absence from her/his regular duties without loss of pay or other entitlements to attend such meeting(s).

Where such leave is granted, the Employer will replace the employee as necessary. Costs arising from this provision will not be charged against the program area of the participating employee.

3.5.2 Union Leave

Meetings between representatives of the Union and the Employer will be scheduled at times mutually agreeable to the Parties. Reasonable effort shall be made to hold such meetings at times that do not conflict with assigned duties.

Where such meetings cannot be scheduled at times that do not conflict with assigned duties, the Employer will grant a leave of absence without loss of pay or other entitlements for the purpose of attending such meetings to the total equivalent of one-quarter full-time equivalent per annum.

Where such leave is granted, the Employer will replace the employee as necessary.

This clause may be utilized by the Union to ensure adequate representation by the Union with respect to issues that affect the institution or the post-secondary system. To facilitate the administration of this provision, the Union will ensure that the Employer is advised of the eligible leaves to be taken.

The Union may designate a person(s) who will be entitled to union leave under this article and will advise the Employer of the amount of the leave to be taken. The amount of the entitlement is one quarter of a full time equivalent per annum, without loss of pay or other entitlement

Costs arising from this provision will not be charged against the program area of the participating union representative.

This provision will not be utilized where existing Employer-paid release time arrangements exceed this one-quarter full-time equivalent entitlement.

3.5.3 Additional Union Leave Without Pay

A bargaining unit may purchase additional release time above that currently paid for by the Employer at replacement costs. Replacement cost is that for the individual who is carrying out the duties of the individual released. Such leaves will not be unreasonably withheld.

ARTICLE 4 - PRIOR LEARNING ASSESSMENT

4.1 Definition

Prior learning assessment (PLA) is the assessment by some valid and reliable means, of what has been learned through formal and non-formal education/training or experience, that is worthy of credit in a course or program offered by the institution providing credit.

The assessment and evaluation of prior learning and the determination of competency and credit awarded, will be done by instructional or faculty staff who have the appropriate subject matter expertise but other staff in an institution may have a supporting role in the process.

The work required for prior learning assessment includes but is not limited to: classroom-based and individual advising; classroom-based and individual assessment, training and upgrading; development of assessment tools; and training in the use of flexible assessment.

4.2 Prior Learning Assessment as Workload

Prior learning assessment work undertaken by an employee covered by this Agreement will be integrated into and form part of the employee's workload as workload is defined in the employee's collective agreement.

4.3 Training in Prior Learning Assessment

An employee required to perform prior learning assessment responsibilities as part of his/her workload, has a right to Employer-paid training time and expenses, in the methodology and application of prior learning assessment as necessary for the assigned task.

4.4 Prior Learning Assessment Coordinators

Prior Learning Assessment coordinators will be faculty or instructional bargaining unit members.

ARTICLE 5 - COPYRIGHT AND INTELLECTUAL PROPERTY

5.1 Copyright Ownership

The copyright or patent for any work product, including creative work, instructional strategies or curriculum/instructional material, software or any other material or technology that may be copyrighted or patented:

- 5.1.1** belongs to the employee(s) where the work product has been prepared or created as part of assigned duties, other than the duties listed in 5.1.2 below, and the copyright to all copyrightable material shall be the sole property of the employee(s) and shall be retained throughout his or her lifetime and upon his/her death by his/her heirs or assigns; and
- 5.1.2** belongs to the institution where one or more employees:
 - (a) have been hired or agrees to create and produce copyrightable work product for the institution, or
 - (b) are given release time ~~from~~ usual duties to create and produce copyrightable work product, or
 - (c) are paid, in addition to their regular rate of pay, for their time in an appointment to produce copyrightable work product.

5.2 Employer Rights to Materials Copyrighted by Employee(s)

Where the employee holds the copyright pursuant to 5.1.1, ~~the~~ institution shall have a right to use his/her copyrighted material in perpetuity for institutional purposes. The institution may amend and update the copyrighted material with the approval of the employee(s) holding the copyright to the material. Such approval will not be unreasonably withheld.

5.3 Employee Rights to Materials Copyrighted by the Employer

Where the institution holds the copyright pursuant to 5.1.2, the employee(s) shall have the right to use in perpetuity, ~~free~~ of charge, such copyrighted material. ~~The~~ employee may amend and update the

copyrighted material with the approval of the institution holding the copyright to the material. Such approval will not be unreasonably withheld.

5.4 Joint Review

JADRC may, at the request of either party, review issues arising ~~from~~ the application of this article.

ARTICLE 6 -JOB SECURITY

6.1 Employee Security and Regularization

6.1.1 Intent

The purpose of this article is to ensure that, by April 1, 2000, provisions relating to employee security and regularization of employees are established within each collective agreement affecting employees covered by this Agreement and to ensure that current and future employees who qualify for regularization under the provisions of this article will be regularized.

Where this article establishes a date for action, the parties responsible for taking the action may agree to another date.

6.1.2 Definitions

"Department" or "functional area" means the operational or administrative subdivision of an institution within which an employee is appointed and assigned workload and may include geographic limitations.

"Employee security" means the array of entitlements to continued employment, health and welfare and other benefits, and other rights available to employees through this Agreement or a local collective agreement.

"Non-regular employee" means a person employed on any basis other than regular as defined in the local collective agreement.

"Regularization" means the process by which a non-regular employee converts to regular status under this article.

"Regular full-time" employee means a person who holds an appointment to ongoing work with a full-time annual workload within one or more departments or functional areas.

"Regular part-time" employee means a person who holds an appointment to an ongoing annual workload of less than full-time within one or more departments or functional areas.

6.1.3 Parameters for Employee Security and Regularization

- (a) Employee security and regularization provisions include those relating to:
 - (i) creating, posting and filling new positions and posting and filling vacant positions
 - (ii) the types of appointment categories contained in the collective agreement

- (iii) the entitlements of regular and/or non-regular employees to continued appointment, access to additional work, and/or to health and welfare benefits based on time worked and/or seniority
 - (iv) the circumstances under which a non-regular employee may be entitled to convert to or otherwise become a regular employee
 - (v) requirements for notice of layoff or reduction in workload, including requirements relating to the timing of layoff notice
 - (vi) requirements relating to the accumulation of severance and the condition for payment of severance
- (b) Amendments to existing employee security and regularization provisions must include:
- (i) (1) entitlement to regularization after a period of time worked of at least two consecutive appointment years of work at a workload of fifty (50%) percent or greater for each of two (2) consecutive appointment years and where there is a reasonable expectation of ongoing employment for which the employee is qualified at a workload of at least ~~fifty~~ (50%) percent or greater for two semesters in the next appointment year.
 - or
 - (2) entitlement to regularization after the employee ~~has~~ performed a ~~workload~~ at least one hundred and ~~twenty~~ (120%) percent of an ~~annualized~~ workload over at least two (2) consecutive years and ~~there~~ is a reasonable expectation of an ongoing workload assignment for which ~~the~~ employee is ~~qualified~~, of at least fifty (50%) percent on an ~~annualized~~ basis over the immediately subsequent appointment year
 - (ii) requirements that an employee receive a satisfactory evaluation prior to regularization. ~~An~~ employee will be deemed to have received a satisfactory evaluation if one has not been undertaken by the Employer. The Employer may evaluate a non-regular employee at least once each 12 month period and the employee may request an additional evaluation not more ~~often~~ than once in each 12 month period.
- (c) In developing revised employee security and regularization provisions, local parties and/or JADRC and/or the arbitrator must consider the effects of any conversion from non-regular to regular status, including:
- (i) entitlement to confirmation of appointment as a regular employee
 - (ii) requirements for a probationary period post-conversion of at least twelve months
 - (iii) accumulation of regular seniority and severance entitlement related to appointment to regular status

- (iv) rights of regular employees to new or additional work for which they are qualified both within and outside a department or functional area, and the operational implications of such rights
- (v) limitations on concurrent regular appointment at more than one institution
- (vi) cost implications of any entitlement that may be derived from work or appointment in more than one campus, centre or geographic limitation
- (vii) relationship of work performed by bargaining unit members in continuing and/or community education to any entitlement to consideration for conversion
- (viii) the right of the Employer to create, post and fill a new position or to post and fill a vacant position
- (ix) educational implications for requirements to teach upper level degree courses and/or non-degree courses
- (x) implications for existing appointment types
- (xi) the cost implications for the Employer of any changes and the impact on student access, employees and services

6.1.4 Local Discussion Process

- (a) Within fifteen (15) working days of ratification of this Agreement, a local bargaining unit must advise the local employer in writing either
 - (i) that it agrees to retain the existing local employee security and regularization provisions without any changes, or
 - (ii) that it wishes to commence the process for amending existing local provisions respecting employee security and regularization through the processes established in this article.
- (b) Where the local bargaining unit advises the Employer under (a) above, of its intention to commence the processes for amending the existing local employee security and regularization provisions, the parties will commence discussions forthwith.
- (c) The purpose of these local party discussions is to amend local collective agreement provisions respecting employee security and regularization as necessary to satisfy the intent of this article and within the parameters established in 6.1.3 above.
- (d) Local discussions must conclude no later than April 30, 1999. The results of local discussions may be:
 - (i) An agreement to:
 - (1) amend existing provisions respecting employee security and regularization effective by April 1, 2000, or

- (2) ~~maintain~~ the current local collective agreement provisions respecting employee security and regularization

- (ii) Referral to JADRC for resolution of issues on which agreement has not been reached no later than June 30, 1999.

6.1.5 JADRC Resolution of Disputes

JADRC will review submissions received from the local parties and will:

- (a) agree on a resolution of the issues submitted to it by the local parties no later than September 30, 1999, in which event the decision will be binding upon those local parties, or
- (b) where JADRC is unable to reach agreement it will submit its differences to Donald R. Munroe by October 31, 1999, or such other person as mutually agreed on, acting as sole arbitrator of the issues submitted to him/her.

6.1.6 Jurisdiction

- (a) The arbitrator has the jurisdiction to resolve the differences submitted to **him/her** considering:
 - (i) submissions made by the local parties respecting the differences remaining between them after the review by JADRC
 - (ii) provisions of employee security and regularization in place at other similar colleges, university colleges, agencies and institutes in British Columbia
 - (iii) the cost implications for the Employer of any changes and the impact on student access, employees and services
- (b) **A** decision of the arbitrator is binding on the local parties and will take effect on April 1, 2000 or such other date **as** the arbitrator may determine is **required** to phase in changes to a collective agreement.
- (c) In making his/her decision, the arbitrator will make changes necessary to amend employment provisions within the parameters established under 6.1.3 above that require the least amount of change in existing provisions necessary to meet the requirements of this article and that the arbitrator considers to be reasonable.
- (d) **An** agreement reached between local parties to amend existing provisions on employee security and regularization under this process is not admissible in an arbitration under this provision.

6.1.7 No result of this process will have the effect of altering an existing certification. Any grievance that arises regarding regularization will be referred to the JADRC process for resolution.

6.2 Program Transfers And Mergers

6.2.1 Notice of Program Transfer / Merger

When one or more institutions covered by this Agreement decides to transfer or merge a program or a partial program and the transfer or merger will result in the transfer or layoff of one or more employees at one or more of the institutions, the institutions will provide written notice to the local union(s) as soon as possible, but in no event less than ~~sixty~~ (60) days prior to the date of transfer or merger.

6.2.2 Transfer/Merger Agreements

When notice is served, a committee composed of equal representation from each institution and each local union representing employees affected by the transfer or merger will be formed to negotiate a transfer/merger agreement.

The transfer/merger agreement will address all relevant matters and will be signed by each of the parties.

A copy of the agreement will be provided to each affected employee.

6.2.3 Disputes

Grievances arising prior to the transfer/merger date remain the responsibility of the sending institution.

If a dispute arises as a result of a program transfer/merger and/or its employees being transferred the matter will be referred to the JADRC for resolution.

6.3 Registry of Laid Off Employees

6.3.1 Electronic Posting of Available Positions

On behalf of the Parties, the PSEA will maintain a system-wide electronic Registry of job postings and the necessary supporting database.

- (a) Institutions are encouraged to use the Registry for the posting of all available positions.
- (b) Institutions will post on the Registry all employment opportunities of half-time or more and longer than three months in duration that are available to applicants beyond those employed by the institution by completing the PSEA Electronic Posting of Available Positions form (Appendix E1 - Form 1).
- (c) Postings will be removed from the Registry and archived to the database one week after the closing by the institution that entered the posting.
- (d) Employers may elect to include job postings of positions ~~from~~ institutions not covered by this Agreement.
- (e) All employees covered by this Agreement may access the electronic registry of job postings for purposes of review.
- (f) Unions, Employers and eligible employees have the right to access the information on the Registry.

6.3.2 Electronic Registry of Eligible Employees (Registrants)

- (a) Employees covered by this Agreement are eligible for listing on the Registry if they are Employees who have received notice of layoff or have been laid off and are either:
 - (i) regular employees with one (1) calendar year of service working at **fifty** (50%) percent workload or greater, as defined in the applicable local agreement, or
 - (ii) non-regular employees with two (2) calendar years of service working at **fifty** (50%) percent workload or greater, as defined in the applicable local agreements.
- (b) Employees who meet the service requirements of (1) above and have not had appointments renewed are eligible for listing on the Registry.
- (c) Length of Listing: **An** employee listed on the Registry may continue to be listed until the earlier of
 - (i) recall or re-appointment to equivalent employment at the institution from which the person was laid off or was not re-appointed
 - (ii) obtaining equivalent employment as a result of being listed on the Registry
 - (iii) the expiration of the employee's recall rights or two (2) years from the date of registration, whichever is later
- (d) Implementation
 - (i) **An** employee applies for listing through his/her Employee Relations Department by completing the PSEA Registry of Eligible Employees form (Appendix E2 - Form 2).
 - (ii) The institution will immediately forward the completed form to the PSEA who will list eligible employees on the Registry.
 - (iii) A registrant is responsible to ensure that the information on the Registry is current and to notify immediately the Employer and the local union if s/he is no longer available for employment through the Registry.
- (e) Employees Not Eligible

Employees are not eligible for listing on the Registry if they have:

 - (i) had their employment terminated for just and reasonable cause;
 - (ii) accepted early retirement, or
 - (iii) voluntarily resigned their employment.

6.3.3 Applying for Available Positions

- (a) It is the responsibility of employees listed on the Registry to enquire about and apply for available work **as** listed on the Electronic Posting of Available Positions.

- (b) Employees applying for a posted position in the manner prescribed by the posting institution must tell the institution at the time of application that s/he is a registrant on the Registry.

6.3.4 Rights for Registrants

- (a) Entitlement for Interview

Registrants applying for **job** postings at institutions who ~~meet~~ the hiring criteria as set **by** the Selection Committee at the hiring institution will be short-listed and will be interviewed. In the event that more than five **(5)** qualified registrants apply, the institution shall interview the five **(5)** most qualified registrants.

The application of this language is subject to the provisions of the collective agreement in effect at the receiving institution.

- (b) Entitlements for Successful Applicants

- (i) Orientation/Training: **A** registrant who accepts an offer of available work shall be entitled to a reasonable amount of orientation and/or training.
- (ii) Benefits: Registrants who are eligible for health and welfare benefits at the hiring institution shall have the waiting period(s) waived subject to carrier provisions.
- (iii) Seniority: All registrants who accept an offer of available work will have their seniority recognized at the new institution for all purposes other than severance accrual for subsequent layoffs.
 - (1) **In the case** of the hiring from ~~the Registry~~ of an applicant represented by the BCGEU into another bargaining unit represented by the BCGEU, ~~s/he will~~ have ~~his~~ or her seniority recognized for all purposes other than severance accrual.
 - (2) CIEA local unions **may** elect to **participate** in a reciprocal arrangement with **other** participating CIEA locals and with ~~the~~ BCGEU bargaining **units** for ~~the~~ purposes of recognition of seniority other than severance accrual. CIEA local unions that elect to participate in such a reciprocal arrangement ~~must~~ indicate their participation through formal notification to JADRC.
 - (3) **In the case** of the hiring of **an** applicant **from** the ~~Registry~~ by and from ~~institutions~~ with bargaining units registered with JADRC, ~~the~~ successful applicant shall **carry** his or her **seniority** to that new institution for all purposes other than severance accrual.
- (iv) Relocation Costs for Registrants: Relocation costs for successful applicants who change residence as a result of the hiring that are supported by proper proof of expenditures within ninety (90) days of commencing employment, will be paid by the hiring institution in accordance with its relocation policies and practices

for the position for which the registrant was hired. If funding is available, the costs will be reimbursed to the hiring institution from the Labour Adjustment Fund.

- (v) Recall and Repayment: **An** employee **hired** from the Registry who is recalled by an institution and returns to work at that institution will repay relocation costs received from the institution that hired him or her in accordance with its relocation policies and practices for the position for which the registrant was hired.

6.4 Targeted Labour Adjustment

6.4.1 Employer Commitments

It **is** agreed that the institution will make every reasonable attempt to **minimize** the impact of funding shortfalls and reductions on the work force.

Subject to budgetary constraints and the amount of funding available for labour adjustment costs; fairness, flexibility and employee choice will prevail in the implementation of labour force adjustment strategies as approved by the institution.

It is incumbent upon institutions to communicate effectively with their employees and the unions representing those employees as soon as the impact of any funding reduction or shortfall or profile change has been assessed.

If a work force reduction is necessary, the Joint Labour Management Committee will canvas employees in a targeted area or other areas over a fourteen **(14)** day period, or such longer time as the Joint Labour Management Committee agrees, to find volunteer solutions that provide as many viable options as possible and minimize potential layoffs.

6.4.2 Menu of Labour Adjustment Strategies

To minimize layoffs, the following menu of labour force adjustment strategies will be considered and whenever reasonably possible, offered by institutions at the appropriate time in the employee reduction process **set** out in each institution's local collective **agreement(s)**:

- (a) Job sharing.
- (b) Reduced hours of **work** through partial leaves.
- (c) Transfers to other areas within the bargaining unit subject to available **work** and meeting qualifications, with minimal training required.
- (d) Paid and unpaid **leaves** of absence for use to **seek** alternate employment, retirement adjustment, retraining, etc.
- (e) Voluntary severance with up to twelve (12) months' severance payment.
- (f) Workload averaging.
- (g) Purchasing past pensionable service. If permissible the Employer will match a minimum of three years' contributions to the College Pension Plan where an employee opts for early retirement.
- (h) Combined pension **earnings** and reduced workload to **equal** 100% of regular salary.

- (i) Early retirement incentives pursuant to local collective agreements. -
- (j) Agreed secondment.
- (k) Retraining.
- (l) Trial retirement.
- (m) Continuation of health and welfare benefits.
- (n) Combinations and variations of the above or other alternatives.

6.4.3 Layoffs May Occur

Once strategies other than layoff have been explored, the institutions may proceed, if need be, to layoffs. For those affected by layoff, the provisions of the local collective agreement will apply and the system-wide Electronic Registry of Laid off Employees will be available.

6.4.4 No Stacking of Entitlements

While various options may be considered and offered, there will be no stacking of entitlements.

6.5 Labour Adjustment Fund

The Parties agree to request the Ministry of Advanced Education, Training and Technology to continue a Labour Adjustment Fund for the benefit of all employees and institutions covered by this Agreement.

The purpose of the Fund is to accommodate the needs of the employees and institutions in achieving targeted labour adjustments at institutions as recommended by their Joint Labour Management committees.

The Labour Adjustment Fund may be used for any of the labour adjustment strategies offered by institutions in accordance with Articles 6.4.2(a) through 6.4.2(m) or for any other labour adjustment strategy that the local parties agree is an appropriate use of the Labour Adjustment Fund providing that the strategy is consistent with the Ministry's guidelines for the use of the Fund.

By September 30th of each year, each Employer shall report in writing to its local bargaining unit(s) on the specific use of the institution's labour adjustment funds in the preceding April 1st to March 31st period.

6.6 contracting out

6.6.1 Additional Limitation on Contracting Out

In addition to, and without limiting, any provision in a local collective agreement, an institution covered by this Agreement will not contract out:

- (a) any work presently performed by the employees covered by a collective agreement which would result in the layoff of such employees, including a reduction in assigned workload, or
- (b) the instructional activities that are contained in the programs listed and/or funded in the approved annual institutional program profile and that are currently performed by bargaining unit employees.

6.6.2 Certain Inter-Institutional Arrangements Permissible

After consultation with a local bargaining unit, an institution covered by this Agreement may enter into arrangements to have instructional activities contained in the programs listed and/or funded in the approved annual institutional program profile performed by another institution covered by this Agreement provided it is performed by instructional bargaining unit employees in the receiving institution(s).

Contract training work may also be moved between institutions which are party to this Agreement provided the work is done by instructional bargaining unit employees in the receiving institution(s).

6.7 Education Technology

No regular employee will be laid off as a direct result of the introduction of distributed learning or education technology.

ARTICLE 7 - LEAVES**7.1 Preamble**

All references within the leave provisions of this Agreement include heterosexual, common-law and same sex partners. References to family include spouse, child, siblings, parents, parents-in-law, grandparents and any other person living in the same household who is dependent upon the employee.

7.2 General Leave

An Employer may grant a leave of absence with or without pay to an employee for any reason for up to twenty-four (24) consecutive months. Such leaves shall not be unreasonably denied. Where an application for general leave is denied, the applicant will be provided with a written explanation for the denial of the leave.

7.3 Seniority Accrual

All paid leaves shall be treated as continuous employment for the purposes of seniority accrual. Unpaid leaves shall be treated **as** continuous employment for the purposes of seniority accrual for the duration of the leave, except for movement up the salary increment scale.

7.4 Retention of Status

An employee on approved paid or unpaid leave will retain her/his employment status for the duration of the leave.

7.5 Benefits While on Leave

An employee will continue to receive her/his salary and benefits while on paid leave under this article. **An** employee on unpaid leave may arrange to pay the costs required to maintain benefit coverage in accordance with the local provisions of the collective agreement.

7.6 Bereavement Leave

An employee will be entitled to five days leave with no loss of pay and benefits in the case of the death of a family member and upon notification to the Employer. The Employer may grant additional leave with pay.

7.7 Compassionate or Family Illness Leave

An employee will be granted leave of absence for up to five (5) days per year without loss of pay or benefits for compassionate reasons or because of family illness. Additional compassionate or family illness leave may be granted by the Employer.

7.8 Jury Duty and Court Appearances

Leave of absence without loss of pay and benefits will be provided to an employee summoned to serve on a jury or when subpoenaed or summoned as a witness in a criminal or civil proceeding not occasioned by the employee's private affairs, or when the employee accompanies a dependent child when the child is subpoenaed or summoned to appear as a witness in a criminal or civil proceeding. **An** employee in receipt of pay or benefits under this article has the responsibility to reimburse the Employer all monies paid to **him/her** by the Court, except travelling and meal allowances not reimbursed by the Employer.

7.9 Public Duties

7.9.1 **An** Employer may grant a leave of absence without pay to an employee to engage in election campaign activities in a municipal, provincial or federal election to a maximum of ninety days. Such leaves will not be unreasonably denied.

7.9.2 **An** Employer will grant a leave of absence without pay to an employee:

(a) to seek election in a municipal, provincial or federal election to a maximum of ninety days.

(b) Where elected to public office, for up to two (2) consecutive terms.

7.10 Exchange Leave

An employee holding a regular or continuous appointment may exchange her/his position and responsibilities with a qualified person from another institution for a fixed period of time with the agreement of the employee's Department and the Employer.

The employee will continue to receive regular salary and benefits for the duration of the exchange. The exchanging individual will be paid by her/his institutional Employer.

Where there are large inequities in cost of living **between** the location of the exchanging individual, the Employer and the employee may discuss whether further assistance is required to facilitate the exchange.

7.11 Deferred Salary Leave

Each Employer ratifying this Agreement will continue or establish a deferred salary leave plan consistent with Regulations issued by Canada Customs Revenue Agency under the Income **Tax** Act.

ARTICLE 8 - PARENTAL LEAVE

8.1 Entitlement

Upon written request, an employee shall be entitled to a leave of absence without pay of up to twelve (12) consecutive months in addition to statutory requirements.

8.2 Commencement of Leave

Leave taken under this provision shall commence:

unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) ~~weeks~~ for the purpose of calculating the average base salary.

8.4.2 An employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits the employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefits.

8.4.3 If an employee is disentitled or disqualified from Employment Insurance maternity or parental benefits, the employee shall receive the supplemental payment to the appropriate percentage less the amount of Employment Insurance benefits the employee would have received if qualified for Employment Insurance benefits.

ARTICLE 9 - HEALTH AND WELFARE BENEFITS

9.1 Joint Committee on Benefits Administration

9.1.1 Committee Established

The Parties agree to maintain a Joint Committee on Benefits with four members appointed by each side.

9.1.2 Committee Mandate

The Joint Committee on Benefits has a mandate to undertake tasks related to health and welfare benefits and disability benefits including:

- (a) Comparison and analysis of contract administration and costs, using criteria developed by the committee.
- (b) Monitoring carrier performance including receiving reports from the plan administrator(s).
- (c) Reviewing the cost effectiveness and quality of benefit delivery, service, and administration by carriers, including access issues.
- (d) Tendering of contracts.

Participation in the existing Benefits ~~User~~ Group will continue. Participation is open to institutions that are not currently members of the Benefits User Group.

9.1.3 Savings

All savings realized through the process of the Joint Committee on Benefits will be used to improve benefits, including disability benefits, either through actions taken by the Committee or the formal bargaining process between the Parties.

9.1.4 Constraints

The Joint Committee on Benefits will not make any changes to the plan provisions that would increase the ~~costs~~ of health and welfare benefits or disability benefits for individual Employers or reduce plan provisions without the agreement of the Parties to this Agreement. The Joint Committee shall be authorized to determine appropriate use of the Article 9.1.3 savings from the 1998-2001 agreement (in the amount of **\$71,849**) and to allocate the funds

- 8.2.1 for the birth mother, immediately after the end of the leave taken under the pregnancy leave provisions unless the Employer and the employee agree otherwise.
- 8.2.2 for a birth father, after the child's birth and within fifty-two (52) weeks of the birth.
- 8.2.3 for an adopting parent, within **fifty-two (52)** weeks after the child is placed with the parent.

8.3 Benefits Continuation

- 8.3.1 The Employer will maintain coverage for medical, extended health, dental, group life and long term disability benefits for leaves taken under this clause and will pay the Employer's portion of premiums.
- 8.3.2 An employee who returns to work following a parental leave shall retain the seniority the employee had attained prior to the leave and shall accrue seniority for the period of leave.
- 8.3.3 An employee who returns to work following a parental leave, shall be placed in the position the employee held prior to the leave or in a comparable position.
- 8.3.4 An employee who has taken leave under this provision is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.
- 8.3.5 Where the proposed commencement of the leave or return to work does not coincide with the instructional calendar the local parties will negotiate mutually acceptable dates.

8.4 Supplemental Employment Benefit for Maternity and Parental Leave

- 8.4.1 Effective April 1, 2002, when on maternity or parental leave, an employee will receive a supplemental payment added to Employment Insurance benefits as follows:
 - (a) For the first two (2) weeks of maternity leave an employee shall receive on hundred percent (100%) of her salary calculated on her average base salary.
 - (b) For a maximum of fifteen (15) additional weeks of maternity leave the employee shall receive an amount equal to the difference between the Employment Insurance benefits and ninety-five percent (95%) of her salary calculated on her average base salary.
 - (c) For up to a maximum of thirty-five (35) weeks of parental leave, the biological mother shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five percent (85%) of the employee's salary calculated on her average base salary.
 - (d) For up to a maximum of thirty-seven (37) weeks of parental leave, the biological father or adoptive parent shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five (85%) of the employee's salary calculated on his/her average base salary.
 - (e) The average base salary for the purpose of Article 8.4.1(a) through (d) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on

to that use. The Parties agree that the first priority for use of those funds will be to level up the minimum standards for vision care coverage.

9.1.5 Costs of the Joint Committee

The Employers will pay up to \$50,000 for the costs of the committee's operations, exclusive of salaries and benefits.

9.2 Specific Benefits

9.2.1 Benefit Provisions

The following benefits will be provided to employees based on eligibility requirements in the local collective agreements:

- (a) Basic Medical Insurance under the British Columbia Medical Plan, subject to Plan provisions.
- (b) Extended Health Benefits
 - (i) Total lifetime coverage level will be unlimited.
 - (ii) Reimbursement level on claims will be 95%; where existing reimbursement provisions in a local agreement exceed ninety-five (95%) percent, the existing local provision will remain in force.
 - (iii) Hearing Aid benefit claims will be to a maximum of \$600 every five years.
 - (iv) shall be in accordance with the provisions set out in Appendix F.
 - (v) Health and welfare benefits coverage will cease on the day that an employee's employment terminates.

(c) Group Life and Accidental Death and Dismemberment Insurance

Group Life and Accidental Death and Dismemberment benefits each shall be set at three (3) times the employee's annual salary.

(d) Dental Plan

Plan A that includes revision of cleaning of the teeth (prophylaxis and scaling) every nine months except dependent children (up to age 19) and those with gum disease and other dental problems as approved by the Plan.

~~Dental~~ Plan interpretation shall be in accordance with the provisions set out in Appendix G.

(e) Termination of Coverage

Retiring employees who are eligible under the local collective agreement for health and welfare benefits will maintain coverage until the end of the month following the month in which they retire.

9.2.2 Flexible Benefit Plan Impact

Existing flexible benefits plan default levels of coverage shall be increased, where necessary, to match the benefit levels established in Article 9.2.1.

9.2.3 Level of Health and Welfare Benefits

There will be no change to the level of health and welfare benefits without prior consultation between the local parties.

9.3 Disability Benefits

9.3.1 Effective April 1, 2002 the Employers shall implement a single plan for the provision of disability benefits for eligible employees who are covered by this Agreement and whose local bargaining unit has opted into this Agreement's Plan pursuant to Article 9.3.3.

9.3.2 The disability benefits plan will be as set out in the findings of the Joint Committee on Benefits Administration (JCBA) entitled *Long-Term Disability Benefit Initiative*, but will be an insured plan and will include the following elements:

- ◆ Benefit level of sick leave at one hundred percent (100%) for the first thirty (30) calendar days, short-term disability at seventy percent (**70%**) weekly indemnity for the next twenty one (21) weeks, and long-term disability leave of seventy percent (70%) thereafter
- ◆ Long-term disability as defined on the basis of two-year own occupation and any other occupation thereafter as described by the JCBA plan
- ◆ Health and welfare benefit premiums will be paid by the Employer or the Plan for employees on sick leave, short-term disability and long-term disability
- ◆ Employer payment of premiums for both short-term and long-term disability benefits
- ◆ Claims Review Committee made up of three (3) medical doctors (one designated by the claimant, one by **the** Employer and the third agreed to by the first two doctors)
- ◆ Mandatory rehabilitation as described in the JCBA plan
- ◆ Subject to provisions of the Plan, enrolment is mandatory for all active regular employees and for active non-regular employees employed on a continuing basis for at least **a** four (**4**) month period with **fifty** percent (50%) or more of a full-time workload as defined by local provisions.

9.3.3 ~~By~~ September 30, 2001 a local bargaining unit shall advise the local employer in writing either

- (a) that it wishes its members to be covered by the disability benefits plan by this Agreement, or
- (b) that it wishes its members to continue to be covered by the disability benefits plan that currently applies to them.

9.3.4 (a) Current employees in a local bargaining unit that chooses to participate in this Agreement's disability benefits plan under Article 9.3.3 (a) above shall retain any sick leave banks accrued up to but not beyond March 31, 2002 including

any entitlement to full or partial payout of such sick leave banks. The local provisions for use of those sick leave banks including payout, where applicable, shall continue to apply.

(b) Current employees in a local bargaining unit that chooses to participate in this Agreement's disability benefits plan under Article 9.3.3 (a) and who have sick leave benefits of a fixed amount of time and who are entitled under their local collective agreement to a payout of such benefits shall have those benefits converted to a bank as of March 31, 2002 and shall be entitled to payout of the bank, subject to the provisions of the local collective agreement.

9.3.5 Employees in a local bargaining unit that chooses to participate in this Agreement's disability benefits plan under Article 9.3.3 (a) and who are not eligible for enrolment in the Plan shall be entitled to sick leave coverage as provided in the local collective agreement, subject to such sick leave not exceeding a maximum of thirty (30) calendar days per illness.

9.3.6 The Joint Committee on Benefits Administration (JCBA) shall oversee the implementation of the plan as described in 9.3.2. After bargaining units have made their choice of the Common Agreement's disability benefits plan or their current disability benefits plan under Article 9.3.3, the amount of such funds as may have been made available by choosing the latter shall be available for the local parties for local negotiation issues. Should the local parties be unable to agree on the use of those funds by November 30, 2001 or such later date as agreed by the Joint Administration and Dispute Resolution Committee, the funds will be allocated to the JCBA as savings for health and welfare benefit improvements.

ARTICLE 10 - PENSIONS

10.1 Mandatory Enrolment

Enrolment in the College Pension Plan shall be as set out by the Public Sector Pension Plans *Act*, Schedule A.

10.2 Existing Employees

The Employer will encourage employees who have not joined the College Pension Plan to do so. However, employees on payroll as of the date of ratification who have not joined the College Pension Plan shall retain the right not to do so.

ARTICLE 11 - EARLY RETIREMENT INCENTIVE

11.1 Definition

For the purposes of this provision, early retirement is defined as retirement at or after age 55 and before age 64.

11.2 Eligibility

11.2.1 An employee must be at the highest achievable step of the salary scale.

11.2.2 An employee must have a minimum of ten years of full-time equivalent service in the BC College and Institute System.

11.3 Incentive Payment

11.3.1 **An** Employer may offer and an employee may accept an early retirement incentive based on the age at retirement to be paid in the following amounts

Age at Retirement	% of Annual salary at Time of Retirement
55 to 59	100%
60	80%
61	60%
62	40%
63	20%
64	0%

11.3.2 An Employer may opt to pay the early retirement incentive in three equal annual payments over a thirty-six (36) month period.

11.3.3 Eligible bargaining unit members may opt for a partial early retirement with a **pro**-rated incentive.

ARTICLE 12 - SALARIES**12.1 Provincial Salary Scale**

The revised Provincial Salary Scale will be effective April 1, 2001 and is attached as Appendix A.

The sum **of** three thousand and one hundred and sixty-six dollars (\$3,166) has been included in the value for Step 1 effective April 1, 2002 for the purpose of labour market adjustment.

An additional sum of nine hundred dollars (\$900) has been included in the value for Step 1 effective April 1, 2003 for the purpose of labour market adjustment.

Coordinator, ~~Chair~~, Program ~~Head~~, Department ~~Head~~, Program Leader, Associate ~~Dean~~, Senior Instructor and other similar classifications who receive a stipend will have those stipends adjusted by two percent (2%) effective April 1, 2001, April 1, 2002 and April 1, 2003.

12.2 Secondary Scale Adjustment

12.2.1 Effective April 1, 2001, April 1, 2002 and April 1, 2003, all steps on secondary scales will be increased by two percent (2%).

12.2.2 Despite 12.2.1 above, local parties may elect to revise secondary scales **to** the extent possible within a weighted average two percent **(2%)** increase.

12.3 Maintenance of Placement

Where an employee covered by this Agreement **becomes** employed within two (2) **years** by another institution also covered by this Agreement, initial placement shall be made at the **higher** of the placement formula at the hiring institution or his/her current or most recent salary step. This will only apply when the employee becomes employed in the same or a substantially similar field. The normal probation provisions of the hiring institution will apply.

12.4 Calculation of Pay

Each institution will review its division of annual pay into pay periods to ensure that employees receive the full or pro-rated (as applicable) gross annual salary in the Provincial Salary Scale in Appendix A.

12.5 Salary Level Protected

Employees who are barred from progression on the provincial salary scale shall be placed on the April 1, 2002 scale so as to ensure that the value of the step upon which they are placed is not lower than the value of their step on the April 1, 2001 scale.

12.6 Overload

A regular employee who works an overload in a given year shall receive no less than either:

- (a) the pro-rata salary for the overload based on the Provincial Salary Scale or the secondary scale on which the employee is placed or
- (b) a reduction of workload in a subsequent year that is commensurate with the amount of the overload.

The conditions governing overloads are as set out in the regular employee's local collective agreement, subject to the above provision.

ARTICLE 13 - EFFECT OF THIS AGREEMENT**13.1**

Where a provision of a local collective agreement provides a greater employee benefit than does a similar provision of this Agreement, except as noted in 13.3 below, the local agreement provision will supersede the provision of this Agreement to the extent of the greater benefit.

13.2

All provisions of this Agreement will be effective on the date of ratification except as otherwise noted.

13.3

The following articles are not subject to 13.1 above:

- Harassment
- Human Resource Database
- Joint Administration and Dispute Resolution Committee
- Suspension and Discharge Grievance Resolution
- Jurisdiction Dispute Resolution ~~Process~~
- Contract Training and Marketing Society
- Prior Learning Assessment
- Program Transfers and Mergers
- Registry of Laid ~~Off~~ Employees
- Targeted Labour Adjustment
- Labour Adjustment Fund
- Joint Committee on Benefits Administration

- Provincial Salary Scale
- Secondary Scale Adjustment
- Article 6.1.7
- Disability Benefits

13.4

Any disputes over the application of this article will be resolved through JADRC.

ARTICLE 14 - TERM

This Agreement shall be in effect from April 1, 2001 to March 31, 2004, and shall continue in force until the renewal of this Agreement.

APPENDIX A
PROVINCIAL SALARY SCALE

Step	2001/02	2002/03	2003/04
1	66,504	71,000	73,257
2	64,436	66,512	68,238
3	62,587	64,162	65,445
4	60,791	61,812	63,048
5	59,047	59,462	60,651
6	57,352	57,112	58,254
7	55,706	54,762	55,857
8	54,107	52,412	53,460
9	52,554	50,062	51,063
10	51,046	47,712	48,666
11	49,581	-	-
12	48,158	-	-
13	46,776	-	-

Notes: \$3,166 added to Step 1 in April 1, 2002 and an additional \$900 added to Step 1 in April 1, 2003 as a Labour Market Adjustment

Scale Movement April 1, 2002:
funded by Labour Market Adjustment

13 to 10
12, 11 to 9
10 to 8
9, 8 to 7
7 to 6
6 to 5
Rest unchanged

APPENDIX B

LIST OF INVESTIGATORS

The following list of investigators is attached for the use of the local parties at their option under Article 2.3.1 and is required under 2.3.2:

Rebecca Frame
Maureen Headley
Hanne Jensen
Catherine Sullivan

This list may be amended at any time by the Joint Administration Dispute Resolution Committee.

APPENDIX C
DISPUTE REFERRAL FORM

Date: _____

EMPLOYER	COLLEGE/INSTITUTE	
	CONTACT PERSON	
	ADDRESS	
	PHONE	FAX
		EMAIL

UNION	COLLEGE/INSTITUTE	
	CONTACT PERSON	
	ADDRESS	
	PHONE	FAX
		EMAIL

ARTICLE OF AGREEMENT IN DISPUTE:	
COPY OF MIS REFERRAL GIVEN TO LOCAL PARTIES? NO <input type="checkbox"/> YES <input type="checkbox"/> DATE:	
STATEMENT OF ISSUE(S) IN DISPUTE:	
Signature: _____ Tie: _____	

FOR JABRO USE ONLY	
DATE RECEIVED:	DATE CIRCULATED:
JOINT STATEMENT RECEIVED:	
UNION STATEMENT RECEIVED:	EMPLOYER STATEMENT RECEIVED:
FILE NUMBER ASSIGNED: #	REFERRED TO ARBITRATOR:

APPENDIX D

LIST OF ARBITRATORS

The following arbitrators are to be chosen in rotation as referenced in 3.2.4 and 3.2.6:

Bob Blasina
Joan Gordon
Judith Korbin
Don Munroe

This list may be amended at any time by the Joint Administration Dispute Resolution **Committee**.

APPENDIX E1

REGISTRY OF LAID OFF EMPLOYEES - FORM 1

PSEA ELECTRONIC POSTING OF AVAILABLE POSITIONS

0. (For PSEA use only)
1. College/University College/Institute and Location:
2. Job Title:
3. Area/Program/Discipline(s):
4. Job Description:
5. Minimum and Preferred Qualifications:
6. ~~Start~~ Date:
7. Close Date:
8. Contact Person and Address:

APPENDIX E2

REGISTRY OF LAID OFF EMPLOYEES - FORM 2

PSEA REGISTRY OF ELIGIBLE EMPLOYEES

0. (For PSEA use only:)
1. College, University College, Institute:
2. Registrant:
3. Service Date (length of *service*):
4. Program/Area:
5. Date of Availability (Lay-off or End of Contract):

Registrant Electronic Resume available at:

College/University College/Institute Contact Person:

College/University College/Institute Contact Phone Number:

Bargaining Unit Contact Person:

Bargaining Unit Contact Phone Number:

Information Release Waiver for the purposes of the Freedom of Information and Protection of Privacy:

I agree that the above personal information including ~~my~~ Resume (if available) can be made available to prospective Institutional Employers and Union via the internet or other means.

Signature of Registrant

Date

APPENDIX F

MEDICAL TRAVEL REFERRAL BENEFIT

Benefit Summary	
Deductible Amount:	None
Benefit Amount:	100% of eligible expenses
Individual Maximum:	\$10,000 per year
Coverage Limitations:	<ul style="list-style-type: none"> ➤ \$125 per day for a maximum of 50 days per calendar year for all eligible expenses combined; ➤ Where an Employer requires it, receipts must be submitted with the expense claim; ➤ Where the eligible expenses exceed \$125 per day, but do not exceed the average of \$125 per day for the year, the average will be paid. For example, where the expenses claimed in a given calendar year are \$150 day 1, \$125 day 2 and \$160 day 3, a total of \$375 will be paid. Where the expenses claimed in a given calendar year are \$150 day 1, \$75 day 2 and \$300 day 3, a total of \$375 will be paid; ➤ Coverage will not be provided for travel and expenses incurred outside of BC except where the cost of travel to Alberta is less than the required travel within BC; ➤ Referral must be made by a physician to a specialist (a physician whose specialized services and treatments routinely performed are those that general practitioners do not perform).

List of Eligible Expenses	
Medical Travel	When ordered by the attending physician because in his/her opinion adequate medical treatment is not available within a 100 kilometer radius of the employee's home campus, the following are included as eligible expenses: <ul style="list-style-type: none">➤ Public transportation (e.g. scheduled air, rail, bus, taxi and/or ferry);➤ Automobile use as set out in the policy or collective agreement (as applicable) of employee's institution
Accommodation:	Where transportation has been provided as outlined above, accommodation in a commercial facility, Easter Seal House, Heather House, Vancouver Lodge, Ronald McDonald House, or other similar institutions as approved by the administrator, before and after medical treatment
Meals:	Where transportation has been provided above, reasonable and customary expenses for meals as set out in the policy or collective agreement (as applicable) of the employee's institution
Attendant:	Where necessary, and at the request of the attending physician, transportation and accommodation of an attendant (e.g. family member or registered nurse) in connection with expenses incurred under items 1 and 2 above

Superior Benefits
A superior benefit that existed in an institution's Medical Travel Referral Benefit Plan or Collective agreement that was in place prior to the 1998 Common Agreement continues to apply.

Exclusions	
No benefit shall be payable for:	<ul style="list-style-type: none">➤ Charges which are considered an insured service of any provincial government plan;➤ Charges which are considered an insured service under the extended health plan, or any other group plan in force at the time;➤ Charges for a surgical procedure or treatment performed primarily for beautification, or charges for hospital confinement for such surgical procedure or treatment;➤ Charges for medical treatment, transport or travel, other than specifically provided under eligible expenses;➤ Charges not included in the list of eligible expenses;➤ Charges for services and supplies which are furnished without the recommendation and approval of a physician acting within the scope of his/her license;➤ Charges which are not medically necessary to the care and treatment of any existing or suspected injury, disease or pregnancy;➤ Charges which are from an occupational injury or disease covered by any Workers' Compensation legislation or similar legislation;➤ Charges which would not normally have been incurred but for the presence of this coverage or for which the employee or dependent is not legally allowed to pay;➤ Charges which the administrator is not permitted, by any law to cover;➤ Charges for dental work where a third party is responsible for payments of such charges;➤ Charges for bodily injury resulting directly or indirectly from war or act of war (whether declared or undeclared), insurrection or riot, or hostilities of any kind;➤ Charges for services and supplies resulting from any intentionally self-inflicted wound;➤ Charges for experimental procedures or treatment not approved by the Canadian Medical Association or the appropriate medical speciality society;➤ Charges made by a physician for travel, broken appointments, communication costs, filling in forms, or physician's supplies.

Claims Adjudication	
To claim benefits, the employee or dependent must:	<ul style="list-style-type: none">b Submit original receipts or photocopies of receipts if accompanied by an explanation of benefits from another carrier, and a claim form;➤ Provide explanation and proof to support the claim including itemized bills and the attending physician's statement that the referral to the location where treatment was received was medically necessary;➤ Provide explanation and proof to support the claim that an attendant (if any) was necessary and made at the request of an attending physician.

APPENDIX G**DENTAL PLAN**

The ninemonth limitation applies to 1) polishing, 2) the application of fluoride, and 3) the recall itself. The ~~nine-month~~ limitation does not apply to scaling; any current scaling limits in dental contracts apply.

The process for an individual faculty employee to have his/her teeth cleaned more frequently than every 9 months as provided by Article 9.2.1 (d) is as follows:

- Faculty employee visits dentist as usual
- Dentist advises that the faculty employee has *gum* disease or other dental problem which requires cleaning more frequently than every 9 months
- Dentist fills in the usual claim form, but in addition notes that the faculty employee **has** gum disease or specifies the other dental problem that requires more frequent cleaning
- Faculty employee or dentist submits the form to the Insurance Carrier as normal
- The Insurance Carrier determines if the reasons set out by the dentist fit within the approved reasons under the dental plan for having teeth cleaned more frequently than every 9 months

The Employers' approval of the more frequent cleaning is not required.

LETTER OF UNDERSTANDING 1

**JOINT ADMINISTRATION DISPUTE RESOLUTION COMMITTEE OPERATIONAL
REVIEW**

The Joint Administration Dispute Resolution **Committee** will review its **own** procedures and protocols to ensure operational efficiency and effectiveness. This will be completed by a date determined by JADRC.

LETTER OF UNDERSTANDING 2**EMPLOYEE SECURITY AND REGULARIZATION**

The following bargaining units exercised the option to amend their regularization provisions under Article 6.1.4 of the 1998 Common Agreement:

Camosun College BCGEU Unit #701
Faculty Association of the College of New Caledonia
College of the Rockies Faculty Association
University College of the Cariboo Faculty Association
Kwantlen Faculty Association
Malaspina Faculty Association
Malaspina University College BCGEU Unit #702
Okanagan University College Faculty Association
Okanagan University College BCGEU Unit #707
University College of the Fraser Valley Faculty and Staff Association
Northern Lights College BCGEU Unit #710
Northwest Community College BCGEU Unit #712

Article 6.1 will be continued and will provide the parameters for regularization for those bargaining units listed above that are Parties to the renewed 2001 Common Agreement.

LETTER OF UNDERSTANDING 3

CAMOSUN COLLEGE

On April 1, 2001 employees at Camosun College who are red-circled at the top of scale will receive a lump sum payment representing a 2% wage increase.

LETTER OF UNDERSTANDING 4**INSTITUTE OF INDIGENOUS GOVERNMENT**

Effective April 1, 2001, April 1, 2002, and April 1, 2003, the ~~Staff~~ Salary Scale at the Institute of Indigenous Government for September 1, 1998 to March 31, 2001, shall be increased by two per cent (2%), subject to any agreement between the local parties pursuant to Article 12.2.2.

MEMORANDUM
LOCAL NEGOTIATIONS

TO: Institutions' CEOs

FROM: John Waters, Employers Bargaining Spokesperson
Bonnie Pearson, CIEA, Spokesperson
Debby Offermann, BCGEU, Spokesperson

DATE: Friday, March 30, 2001

SUBJECT: **Local Negotiations**

This is to confirm our agreement that two million dollars (\$2,000,000) will be distributed to local bargaining units and institutions for negotiation of local issues. These funds will be used for equity purposes. They cannot be **used** to adjust the Provincial Salary Scale or to revise any provisions in Article 8.4 (Supplemental Employment Benefit for Maternity and Parental Leave), 9 (Health and Welfare Benefits) or 12 (Salaries), except **as** specified below.

The two million dollars (\$2,000,000) will be distributed among the institutions in proportion to their share of the sector's total salary base for faculty, with a **floor** for small institutions of twenty-five thousand dollars (\$25,000) and a **floor** for medium institutions of fifty thousand dollars (\$50,000). This distribution will occur **after** the following commitments have been addressed:

- ◆ Dental plan benefits coverage will be adjusted to ensure the coverage waiting period is no longer than three (3) months.
- ◆ Instructional assistant scales at Selkirk College will be adjusted to rates equivalent to 80% of the Provincial Salary Scale.
- ◆ **In** the event that a bargaining unit at Selkirk College opts to join the Disability Benefits Plan **set** up in Article 9.3, current employees as of March 31, 2002 will be entitled to non-recurring sick leave top-up of thirty percent (30%) of salary to a maximum of one hundred (100) **days** of sick leave top-up to be added to their short-term disability benefits.

John Waters

Bonnie Pearson

Debby Offermann

cc: Rick Connelly, CEO, PSEC
Linda ~~Holmes~~, President, PSEA