# COLLECTIVE AGREEMENT

between

SELKIRK COLLEGE

and

SELKIRK COLLEGE FACULTY ASSOCIATION

April 1, 2025 to March 31, 2029

Selkirk College and the Selkirk College Faculty Association acknowledge their respect for and deep gratitude to the First Nations of the West Kootenay and Boundary regions: the Sinixt (Lakes), the Syilx (Okanagan), the Ktunaxa, and the Secwépemc (Shuswap) peoples on whose traditional territories we are honoured to operate.

# Table of Contents

**1 Definitions** ..... **8**
*1.1 Employees* ..... *8*
*1.2 Faculty Member* ..... *8*
*1.3 Future Legislation* ..... *8*
*1.4 Singular/Plural* ..... *8*
*1.5 Labour Management Committee* ..... *8*
*1.6 Faculty Assistant* ..... *8*
*1.7 Tutor* ..... *8*
*1.8 Department Head* ..... *8*
*1.9 School Chair* ..... *9*
*1.10 Coordinator* ..... *9*
*1.11 Expertise* ..... *9*
*1.12 Seniority* ..... *9*
*1.13 Principal Work Location* ..... *9*

**2 Management Rights** ..... **9**

**3 Association Membership, Recognition and Dues** ..... **9**
*3.1 Representation* ..... *9*
*3.2 Monthly dues* ..... *9*
*3.3 New programs* ..... *10*
*3.4 Copy of agreement* ..... *10*
*3.5 Right to Association representation* ..... *10*
*3.6 Copy of employment letters to the Association* ..... *10*
*3.7 Contracting Out* ..... *10*
*3.8 Provision of Seniority list* ..... *10*
*3.9 No Other Agreement* ..... *10*

**4 Terms of Appointment** ..... **11**
*4.1 Regular Appointment* ..... *11*
*4.2 Short-Term Appointment* ..... *11*
*4.3 Proportional Appointment* ..... *12*
*4.4 Pre-assignment Appointment* ..... *12*
*4.5 Casual Appointment* ..... *12*
*4.6 School Chairs, Department Heads, and Coordinators* ..... *12*
*4.7 Tutors* ..... *13*

**5 Layoff** ..... **13**
*5.1 Decision to layoff* ..... *13*
*5.2 Joint Labour Management Committee* ..... *13*
*5.3 Basis for layoff* ..... *13*

*5.4 Layoff sequence* ..... *14*
*5.5 Issuance of notice of layoff* ..... *14*
*5.6 Asserting seniority rights and bumping* ..... *14*
*5.7 Expertise review* ..... *15*
*5.8 Interaction of Seniority Classifications* ..... *16*
*5.9 Employee recall* ..... *16*
*5.10 Severance Refund* ..... *16*
*5.11 Access to College services for laid-off employees* ..... *16*

**6 Suspension and Dismissal Procedures** ..... **16**
*6.1 Dismissal for cause* ..... *16*
*6.2 Written notice* ..... *16*
*6.3 Removal of disciplinary letters on employee personnel file* ..... *17*

**7 Employee Evaluation** ..... **17**
*7.1 Informal Process* ..... *17*
*7.2 Joint Evaluation Committee* ..... *17*
*7.3 Evaluation records* ..... *17*
*7.4 General categories included in evaluation* ..... *17*
*7.5 Yearly Reviews* ..... *18*
*7.6 Appraisals* ..... *18*
*7.7 Comprehensive Evaluations* ..... *18*
*7.8 Evaluation Process* ..... *19*
*7.9 Break in Service* ..... *20*
*7.10 School Chairs* ..... *20*
*7.11 Grievances* ..... *20*
*7.12 Removal of evaluation material from employee's file* ..... *20*

**8 Conditions of Employment** ..... **21**
*8.1 General* ..... *21*
*8.2 Faculty Workload* ..... *21*
*8.3 Instructional Faculty Assignments* ..... *22*
*8.4 Non-Instructional Assignments* ..... *24*
*8.5 Faculty Assistant Assignments* ..... *25*
*8.6 Conditions of Employment for Tutors* ..... *25*
*8.7 Rights to Newly Available Work* ..... *25*
*8.8 Prior Learning Assessment and Recognition (PLAR)* ..... *26*
*8.9 Subsidiary Employment* ..... *26*
*8.10 Professional Development* ..... *26*
*8.11 Voluntary Workload Reduction* ..... *27*

**9 Salary Categories, Placement and Employee Benefits** ..... **27**

*9.1 Faculty* ... 27
*9.2 Faculty Assistant* ... 28
*9.3 Salary Range* ... 28
*9.4 Sick Leave* ... 28
*9.5 Health Benefit Plans* ... 29
*9.6 Merit Recognition* ... 30
*9.7 Business Travel Accident Insurance* ... 30
*9.8 Retirement Benefits* ... 30
*9.9 Payment of legal costs* ... 31

**10 Leave of Absence** ... **31**
*10.1 Assisted Leave for Professional Development* ... 32
*10.2 Unassisted leaves* ... 32
*10.3 Maternity and Parental Leave* ... 33
*10.4 Political Leave* ... 33
*10.5 Leave for Association Business* ... 33
*10.6 Bereavement Leave* ... 34
*10.7 Leave for Domestic or Sexual Violence* ... 34
*10.8 Gender Support and Transition Leave* ... 34
*10.9 Cultural Leave for Indigenous Employees* ... 34

**11 Vacation** ... **35**
*11.1 Vacation Entitlement for Faculty* ... 35
*11.2 Vacation Entitlement for Faculty Assistants* ... 35
*11.3 Payment in lieu for casual employees* ... 35
*11.4 Vacation credits* ... 35
*11.5 Vacation Schedule* ... 35
*11.6 Banking vacation time* ... 35
*11.7 Statutory Holidays* ... 36

**12 Technological Change** ... **36**
*12.1 Definition* ... 36
*12.2 Discussion with Association* ... 36
*12.3 Layoff resulting from Technological Change* ... 36

**13 Grievance Procedure and Arbitration** ... **36**
*13.1 Stage 1* ... 36
*13.2 Stage II* ... 37
*13.3 Stage III* ... 37
*13.4 Arbitration* ... 37
*13.5 Grievance timelines* ... 37
*13.6 Dismissal, discipline and suspension* ... 37

*13.7 Right to representation* ..... *37*

**14 Special Stipends** ..... **38**

**15 Picket Line** ..... **38**

**16 Human Rights** ..... **38**

**17 Personal and Sexual Harassment** ..... **38**

**18 Hiring Procedures/Selection Committees** ..... **38**

*18.1 Posting of the vacancy* ..... *39*

*18.2 Selection procedures* ..... *39*

**19 Health and Safety** ..... **39**

**20 Term of Agreement** ..... **39**

**21 Schedule A – Faculty Annual Salary** ..... **41**

**22 Schedule B – Faculty Assistant Annual Salary** ..... **41**

**23 Schedule C – Stipends – School Chairs and Department Heads** ..... **42**

**24 Schedule D 1 – Overload - Faculty Rate** ..... **42**

**25 Schedule D 2 – Overload - Faculty Assistant Rates** ..... **42**

**26 Schedule E – Casual** ..... **43**

**27 Schedule G – Tutors** ..... **43**

**28 Schedule H – Workload Calculations** ..... **44**

**Letter of Understanding #1 Common Agreement and Common Faculty PD Fund** ..... **45**

**Letter of Understanding #2 Association Release Time Costing** ..... **46**

**Letter of Understanding #3 Individual Instruction Delivery Workload Calculations for Music Instructors (Art. 8.3.7)** ..... **47**

**Letter of Understanding #4 Selkirk College School Structure** ..... **48**

**Letter of Understanding #5 Joint Committee on Workload Review** ..... **49**

**Letter of Understanding #6 Academic Freedom** ..... **50**

**Letter of Understanding #7 Employee Wellness Account** ..... **51**

**Letter of Understanding #8 Recruitment and Retention of Indigenous Employees** ..... **52**

**Letter of Understanding #9 Workload Pilot** ..... **53**

**Letter of Understanding #10 Tuition Waiver For Dependent Children** ..... **54**

## Preamble

THIS AGREEMENT is effective from April 1, 2025 to March 31, 2029

BETWEEN:

Selkirk College, of the City of Castlegar, in the Province of British Columbia,

(hereinafter called "the College")

OF THE FIRST PART

AND:

Selkirk College Faculty Association, of the City of Castlegar, in the Province of British Columbia,

(hereinafter called "the Association")

OF THE SECOND PART

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

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

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

PREAMBLE

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

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

# 1 DEFINITIONS

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

### 1.1 Employees

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

### 1.2 Faculty Member

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

### 1.3 Future Legislation

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

### 1.4 Singular/Plural

In this Agreement, unless the context otherwise requires, words used in the singular shall be construed as meaning the plural if the facts or context so require.

### 1.5 Labour Management Committee

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

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

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

### 1.6 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 their duties, work that otherwise could be performed only by the professional Faculty Member.

d) is doing professional work for a significant portion of their 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.

### 1.7 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. Tutors shall be paid according to the rates in Schedule G.

### 1.8 Department Head

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

### 1.9 School Chair

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

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

### 1.10 Coordinator

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

### 1.11 Expertise

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

### 1.12 Seniority

Seniority is defined as the length of employment with the College within the Selkirk College Faculty Association bargaining unit and will be accrued on the basis of a full time appointment or proportion thereof. There are three (3) distinct *seniority classifications*: faculty seniority, faculty assistant seniority and tutor seniority. A member's seniority is accrued to the appropriate seniority classification based on their appointment for the corresponding position as per Articles 1.2, 1.6 or 1.7.

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 their seniority rights and to return to a position within the Selkirk College Faculty Association bargaining unit within the three year period.

Seniority will not be calculated retroactively.

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

### 1.13 Principal Work Location

A member's *principal work location* is the College campus to which they were assigned when initially employed by the College.

## 2 Management Rights

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

## 3 Association Membership, Recognition and Dues

### 3.1 Representation

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

### 3.2 Monthly dues

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

**3.3 New programs**

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

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

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

If the Association and the College are unable to agree upon placement into the appropriate bargaining unit, either party may apply to the Labour Relations Board and request a ruling pursuant to section 139 of the Labour Relations Code.

**3.4 Copy of agreement**

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

**3.5 Right to Association representation**

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

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

**3.6 Copy of employment letters to the Association**

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

a) type of appointment.

b) duration of appointment.

c) placement on scale.

d) proportion of appointment.

**3.7 Contracting Out**

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

**3.8 Provision of Seniority list**

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

Name

Address

Telephone Number (when available)

Scale Placement

Appointment Proportion

Seniority Accrued

**3.9 No Other Agreement**

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

# 4 TERMS OF APPOINTMENT

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

## 4.1 Regular Appointment

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

### 4.1.1 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) 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 probationary period raises reasonable questions of doubt about the suitability of the individual for such an appointment, no further offer of employment shall be made and employment shall cease.

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

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.

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

Further short-term appointments that consist of work of a similar nature and begin within the thirteen (13) month period from the expiry date of the last appointment will be offered to employees who have received a satisfactory appraisal or comprehensive evaluation and who have the required expertise as defined in Article 1.11.

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

### 4.2.1 Regularization

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

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

To be eligible for regularization:

a) a short-term employee must have worked two consecutive academic years immediately preceding regularization with an annual workload of fifty percent (50%) or greater in each of those years; and,

b) There is a reasonable expectation of ongoing employment for which the faculty member is deemed qualified, at a workload of fifty percent (50%) or greater of an annual full-time workload in the next academic; and,

c) The evaluations, if any, of the faculty member during the two consecutive academic years immediately preceding regularization have all been deemed satisfactory.

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

### 4.2.2 Regularization of Newly Available Work

An employee who has a regular appointment and is eligible for newly available work as per Article 8.7, will have that workload included in their regular contract if all the conditions of Article 4.2.1 are met. In this case, the newly available workload does not need to meet the fifty percent (50%) workload threshold.

**4.2.3 Break in Service for Purposes of Regularization**

Eligibility is based on the duties associated with one particular position and classification.

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

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

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

**4.3 Proportional Appointment**

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

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

**4.4 Pre-assignment Appointment**

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

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

**4.5 Casual Appointment**

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

**4.6 School Chairs, Department Heads, and Coordinators**

(a) School Chairs and Department Heads are selected from within their respective Schools and Departments except where there are no qualified applicants from the School or Department. They are appointed for a period of three (3) years, based on an internal competition. The employer will post these positions after each three (3) year appointment. For School Chairs or Department Heads, if following a posting, there are no applications for the posted positions, incumbents may, at the discretion of the College, be re-appointed for a subsequent term without having to undergo a selection process. If an incumbent is not re-appointed, the selection committee may consider internal candidates from outside the School/Department.

(b) Selection Committees will be established for each School or Department to facilitate the appointment of the School Chairs or Department Heads. The Dean will put out a call for faculty who wish to participate on such Selection Committees. Where a School or Department is composed of a mix of SCFA and BCGEU members, and unless otherwise agreed among SCFA, BCGEU, and the College, representation of faculty on the Selection Committee shall be proportional to the composition of the School or Department. Representation on the Selection Committee will not be less than a 2 to 1 faculty (SCFA & BCGEU) to administrative ratio with a

minimum of four faculty members on the committee. SCFA Faculty members who will be serving on the Selection Committee will be elected amongst SCFA members in the respective School or Department. In consultation with Human Resources, the Dean may add up to three additional faculty members (SCFA & BCGEU), if required, to improve diversity or school/department representation.

(c) School Chair / Department Head / Coordinator Release

(i) School Chairs and Department Heads will receive a total of 80% release time and a stipend in accordance with Schedule C.

(ii) An additional 20% release will be available to each School for designated activities as approved by the School Chair in consultation with the School Dean.

(iii) Subject to the approval of the School Dean, one SCFA Coordinator may be appointed within each School or Department with at least a 20% release.

(iv) Additional releases include, but are not limited to, Practice Placement Coordinator in the Nursing Program, which is in addition to the total release assigned to the School of Health and Human Services, and release for the Woodlot Manager which is in addition to the total release assigned to the School Environment and Geomatics.

### 4.7 Tutors

Tutor appointments have a defined term of employment. They are compensated as per Schedule G and receive 8% in lieu of vacation and 4% in lieu of benefits on earnings.

## 5 LAYOFF

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

Any forms referenced in this article will be mutually agreed upon by the Parties.

### 5.1 Decision to layoff

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

(a) discontinue a program or course, or

(b) implement technological change in the workplace or

(c) curtail teaching in a specific area of study

(d) or by reason of

(i) low enrolment, or

(ii) budgetary restrictions.

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

### 5.2 Joint Labour Management Committee

The Human Resources Department will convene a meeting of the Joint Labour Management Committee. An updated seniority list will be provided by the Employer at this time. In accordance with the Common Agreement, Article 6.4, the Committee will canvass employees for voluntary solutions to minimize potential layoffs. Once the canvass is complete, the Committee will make recommendations to the President of the College.

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

### 5.3 Basis for layoff

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

**5.4 Layoff sequence**

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

a) short-term appointments.

b) probationary appointments.

c) continuous appointments.

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

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

**5.5 Issuance of notice of layoff**

**5.5.1 Layoff notice for Employees on probationary appointments**

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

**5.5.2 Layoff notice and severance for Employees on continuous appointments**

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

Any such employee shall be entitled to severance pay calculated on the basis of one (1) month current salary for each year of service to a maximum of six (6) months' salary and paid out on a bi-weekly or lump sum basis as per the employee's choice. All severance payments must be paid out by the end of the calendar year for which the layoff notice is received. Where the layoff is a reduction in an Employee's appointment of less than 100% the severance pay will be calculated on the same percentage as the reduction.

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

**5.6 Asserting seniority rights and bumping**

Employees are entitled to assert their seniority rights within their discipline/program/service area to mitigate a reduction of their current appointment.

An employee who receives a layoff notice may request a list of vacancies and/or provisional or finalized assignments within a discipline/program/service group for which they have expertise to perform the work. The College will provide this information within five (5) working days. The College contact for the request will be identified in the layoff notice.

An employee may also request the most current course outline and the most recent posting, if there has been one in the preceding five (5) years, or an updated job description for any assignment on the provided list. The College will provide the material within five (5) working days of the request.

If there are no vacancies or assignments within their discipline/program/service group, the employee may

a. Fill a vacancy or assignment in another discipline/program/service group for which they have the required expertise;

b. If a vacancy or assignment is not available the employee will be eligible to exercise their seniority rights and bump the most junior employee in an assignment for which they have the required expertise to perform all of the duties and responsibilities of the assignment.

An employee may only bump into an entire course/section and not proportions thereof.

The bumping process is to be used to mitigate a reduction in workload; it is not intended for an employee to increase their workload to an FTE greater than what they had prior to the layoff notice. On a case by case basis, the parties will come to mutual agreement on exceptions.

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

It will be the responsibility of the laid off employee to notify the College contact identified in the layoff notice of their decision to exercise their seniority rights within fifteen (15) working days of receiving the layoff notice. Should the employee select to bump into another discipline/program/service group, they must submit a completed Intent to Bump Form.

The College will acknowledge receipt of the submission in writing.

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

**5.6.1 Bumping a School Chair or Department Head**

a. Although School Chairs and Department Heads are appointed as part of a selection process as per Article 4.6, the position may still be the target of a bumping process by a more senior employee from within the discipline/program/service area and the bargaining unit. In the event an employee elects to displace the School Chair or Department Head, it will trigger a new selection process in accordance with Article 4.6 within ten (10) working days.

b. Any member from within the School or Department may put themselves forward as a candidate for selection including the current School Chair or Department Head targeted by the bumping process. The employee who initiated the bumping process must put their name forward for selection.

**5.7 Expertise review**

The following procedures will apply with respect to expertise reviews as a result of layoffs and/or reductions.

Upon acknowledging receipt of the Intent to Bump Form, the College contact will notify the Dean of the targeted area, the employee(s) in the targeted position(s), and the SCFA of the initiation of an expertise review. The relevant Dean will then consult with the School Chair/Department Head following the School Chair/Department Head's consultation with department members to determine the expertise requirements of potentially affected work in accordance with Article 1.11.

Employees will have their expertise assessed in relation to their discipline/program/service group in accordance with Article 1.11

An expertise review committee will be formed for each individual case in which an employee elects to bump into work outside of their current or previous discipline, program, or service area. There is an expectation that the review process will be conducted by the committee in a confidential manner.

The committee to review the application will consist of:

- the Dean of the targeted area,
- the School Chair/Department Head of the targeted area,
- the Coordinator of the targeted area if appropriate,
- A senior unaffected department member (normally in the affected discipline/program/service group), and
- The Chair of the Curriculum Committee. If they are unavailable, the Chair of the Program Quality Assurance Committee or Education Council will be considered.

The Committee will conduct the review of the targeted assignment(s), including determining the definition of currency and identifying academic qualifications and relevant experience using the Expertise Review Committee form.

The Committee will conduct the expertise review and submit its determination to the College within ten (10) working days of the College receiving an Intent to Bump form. This review may involve a consultation with the employee requesting the review. A review of the entire department will not normally be conducted.

The College will notify the employee who initiated the process and the SCFA in writing of its decision within five (5) working days of the expertise review. If the employee is offered the work, then they have three (3) working days to confirm acceptance. If the work is accepted, the College will then inform the employee(s) in the targeted assignment(s), and the SCFA.

All applications for expertise review will be dealt with on an individual basis. Expertise is assessed in a pass/fail manner. A member either has or does not have the expertise to do the job. Gradations of expertise will not be determined.

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

There is an expectation that the Expertise Review Procedure will be conducted in a confidential manner.

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

### 5.8 Interaction of Seniority Classifications

a. Faculty seniority will not be applicable to faculty assistant work, and faculty assistant seniority will not be applicable to faculty work. That is, Faculty and Faculty Assistants are not entitled to bump each other.

b. Faculty and faculty assistant seniority will be applicable to tutor work, but not the reverse.

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

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

### 5.9 Employee recall

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

Employees who have been laid off will be recalled in order of seniority should suitable positions arise, for which they meet the expertise requirements, and within a period of twenty-four (24) months from the time of layoff. The employee would have to indicate acceptance of the offer within fifteen (15) working days. Under extraordinary circumstances the fifteen (15) working day period may be waived or adjusted upon mutual agreement between the College and the Association. Such requests between the parties shall not be unreasonably denied.

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

### 5.10 Severance Refund

If a laid off employee who was on a continuous appointment is recalled during the six (6) month period following termination or who is appointed to a vacancy within the bargaining unit, they will:

a. Refund to the College the proportional amount of severance that the member is receiving as salary on the recalled appointment for months or portion thereof that exceeds one (1) month's severance; and

b. Retain the portion of severance that is the difference between the new appointment (if there is a difference in salary and/or proportion) and the severance paid.

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

### 5.11 Access to College services for laid-off employees

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

## 6 Suspension and Dismissal Procedures

### 6.1 Dismissal for cause

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

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

### 6.2 Written notice

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

### 6.3 Removal of disciplinary letters on employee personnel file

After a period of 24 months, upon the employee's written request, letters of a disciplinary nature will be removed from their personnel file, provided there has been no other disciplinary letter placed on file during that time period.

## 7 EMPLOYEE EVALUATION

**PURPOSE**

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

**DEFINITIONS**

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

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

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

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

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

"Corrective Probation" is the period of time following a second unsatisfactory comprehensive evaluation as per Article 7.8.5(ii), during which time the employee may make the necessary adjustments to achieve a satisfactory performance.

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

### 7.1 Informal Process

Whenever the appropriate School Chair/Supervisor identifies a concern(s) with an employee's performance, they will meet with the employee to discuss the concern(s) and to help the employee develop strategies to address them. If this meeting may be the basis of future disciplinary action, the employee will be advised of their rights to union representation as per Article 3.5.

### 7.2 Joint Evaluation Committee

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

### 7.3 Evaluation records

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

### 7.4 General categories included in evaluation

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

a) effectiveness in performing the duties of the position.

b) service to the College.

c) professional status and growth.

### 7.5 Yearly Reviews

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

#### 7.5.1 Sources of Data for Yearly Reviews

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

a) student evaluation of instruction, at the discretion of the employee.

b) the employee's self evaluation.

c) the School Chair/Supervisor's evaluation of the employee.

d) the employee's professional development goals and assigned duties for the upcoming year.

e) an employee's development plan.

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

### 7.6 Appraisals

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

#### 7.6.1 Sources of Data for Appraisals

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

a) student evaluations of instruction, where applicable.

b) employee's self-evaluation.

c) School Chair/Supervisor's evaluation of the employee.

d) professional development activities and assigned duties, where applicable.

e) other sources recommended by the joint SCFA/Management Evaluation Committee and approved by the Vice President, Education and Students as specified in Article 7.2.

#### 7.6.2 Possible outcomes of an Appraisal

Possible outcomes of an appraisal subject to the Dean/Administrator's approval are:

a) Satisfactory Performance.

b) Unsatisfactory Performance. At least one of the following further actions is required:

- i) Action Plan.
- iI) Comprehensive Evaluation.
- iii) Other actions that may be considered appropriate.

### 7.7 Comprehensive Evaluations

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

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

#### 7.7.1 Sources of Data for a Comprehensive Evaluation

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

a) summary of the appraisal where appropriate.

b) summaries of the discussions from yearly reviews, that the employee may have requested to place on their file.

c) the employee's self-evaluation.

d) School Chair/Supervisor's evaluation of the employee.

e) student evaluation(s) of instruction taught during the year of the comprehensive evaluation, where applicable

f) other sources, as recommended by the joint SCFA/Management Evaluation Committee and approved by the Vice President, Education as per Article 7.2, such as peer/associate review.

**7.7.2 Possible outcomes of a Comprehensive Evaluation**

Possible outcomes of a comprehensive evaluation subject to the Dean/Administrator's approval are:

a) Satisfactory Performance.

b) Unsatisfactory Performance. The following are the consequences of an unsatisfactory comprehensive evaluation by type of employee appointment category.

**Short-term appointment**

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

**Probationary appointment**

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

**Continuous appointment**

An employee with a continuous appointment to a position with an indefinite term who receives an unsatisfactory evaluation will have their appointment continued subject to the procedure described in Article 7.8.5.

**7.8 Evaluation Process**

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

**7.8.1 Short-Term Employees**

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

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

**7.8.2** If an appraisal or a comprehensive evaluation is not completed within three months of the end of the relevant timeframe identified in 7.8 and 7.8.1, the appraisal or evaluation will deemed satisfactory.

**7.8.3 Regular Employees – Probationary Evaluation**

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

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

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

If the comprehensive evaluation shows that the employee's performance is satisfactory, the employee will receive a continuous appointment as per Article 4.1.2. Thereafter, employees will be evaluated in accordance with Article 7.8.4.

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

**7.8.4 Regular Employees – Continuing Evaluation Cycle**

Upon successful completion of the probationary evaluation provided for under 7.8.3, all continuous employees thereafter will receive a yearly review on an annual basis and every fifth year a comprehensive evaluation.

**7.8.5 Continuous Appointment – Unsatisfactory Evaluation**

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

i. Action Plan and in four (4) months, a Second Comprehensive Evaluation

ii. Corrective Probation (only when the Second Comprehensive Evaluation is unsatisfactory)

iii. Third Comprehensive Evaluation (in the first semester of the corrective probation)

iv. Fourth Comprehensive Evaluation (in the second semester of the corrective probation)

v. Termination (when the Fourth Comprehensive Evaluation is unsatisfactory)

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

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

If either the third or fourth comprehensive evaluation shows that the employee's performance has become satisfactory, the employee will be removed from corrective probationary status and return to the continuous evaluation cycle as per Article 7.8.4.

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

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

**7.9 Break in Service**

If an employee is away from the College for two years or less, the employee will resume the evaluation cycle where they left off. If the break in service is in excess of 2 years, the employee will have a comprehensive evaluation at the end of their first year after returning to work, and then resume the evaluation cycle as per 7.8.4.

**7.10 School Chairs**

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

If a School Chair’s first year evaluation is unsatisfactory, they will return to their previous work assignment or equivalent. Article 7.7.2(b) does not apply.

**7.11 Grievances**

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

**7.12 Removal of evaluation material from employee’s file**

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

# 8 CONDITIONS OF EMPLOYMENT

## 8.1 General

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

### 8.1.1 Expectation to participate in broad array of programs

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

### 8.1.2 Expectation to travel throughout College region

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

### 8.1.3 Change of campus – Employer Initiated

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

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

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

### 8.1.4 Change of campus – Employee Initiated

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

### 8.1.5 Parking

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

For employees working at the KSA Victoria Street campus the above does not apply. For all employees covered by this agreement, the limited free parking available at the Victoria Street campus will operate on a first come first take basis.

## 8.2 Faculty Workload

### 8.2.1 Duties of faculty members

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

### 8.2.2 Workload assignments

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

In consultation with the respective School Chair/Department Head, the Dean or Administrator may assign duties to Faculty Members different from their principal duties during all contracted times except the vacation period. Faculty members whose primary assignment is teaching are responsible for twenty-eight (28) working days of assigned duty.

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

**8.3 Instructional Faculty Assignments**

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

**8.3.1 Lectures**

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

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

**8.3.2 Clinicals**

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

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

The annual workload will consist of 674 hours of clinical class contact hours.

**8.3.3 Laboratories**

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

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

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

**8.3.4 Practicum, Preceptorship Field Placement**

Practicum, Preceptorship Field Placement is where student learning takes place off campus with the permission of an external agency. In some cases, student supervision and input to evaluation is by the staff of the external agency. This would normally be the case in practica for Nursing, Early Childhood Education, Social Service Worker, and Education Assistant and Community Support Worker. In these cases, the student may also require varying levels of observation by College Faculty.

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

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

**8.3.5 Seminars**

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

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

**8.3.6 Kootenay Studio Arts (KSA)**

(a) Instructional Assignments – Article 8:

The annual workload for a full-time equivalent faculty position in the Kootenay Studio Arts will consist of 720 hours of instruction. All contact hours, whether delivered as “core” or “studio” courses, will be considered equivalent for the purpose of workload calculations. This instruction will normally be delivered over two terms but could be configured differently to meet the needs of the program.

(b) Workload Caps:

To recognize the importance of the working artist model, and to ensure instructors have the time to practice their craft, and to provide students with maximum exposure to different artists, the following provision will apply:

i. Faculty members in the Kootenay Studio Arts will not normally be assigned more than 50% of an annual workload in the KSA program.

ii. To facilitate the working artist model, the parties agree to allow faculty members to concentrate their workload in one or more semesters to allow extended periods for them to practice their craft uninterrupted. Where the scheduling is possible and the faculty member has formally requested, the employer will make a reasonable effort to grant such requests.

iii. Additional sections of the same or similar course or courses offered outside of KSA program are not included in this maximum workload.

(c) Regularization:

To qualify for regularized appointments pursuant to Article 4.2.1, an instructor's annual workload must be 50% of the KSA workload cap as referred to in 8.3.6 (b) (i) above.

(d) Guest Artists:

KSA faculty are distinct from guest artists. Guest artists do not replace an instructor but work alongside the instructor to demonstrate specialized techniques, critique student work, lecture on personal experiences, etc.

Guest artists receive remuneration for temporary work of a short duration, normally 1-3 classes. They will be remunerated at a flat rate of $50 per hour and will be paid by honorarium. Where the reputation of the guest artist warrants it, the Dean may approve a higher rate. Schedule E - Casual does not apply.

**8.3.7 Music Program**

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

**8.3.8 Educational Technology: On-Line Courses**

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

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.

**8.3.9 Class contact hour**

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

**8.3.10 Student Numbers**

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

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

b. The class contact hours shall be credited at the rate of two (2) minutes per week for every student in excess of 136 students per semester when 4 sections or more per semester have been carried or 153 students when 3 sections per semester have been carried or 170 students when 2 sections have been carried.

c. When an instructor carries 4 sections or more per semester the maximum number of students will be 160. When an instructor carries 3 sections the maximum number of students will be 180. When an instructor carries 2 sections the maximum number will be 200.

d. Student numbers will be defined as the number of students on the Registrar's class lists generated on the stable enrolment date in each semester.

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

**8.3.11 Office hours**

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

**8.3.12 Workload credit for travel time**

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

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

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

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

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

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

**8.3.13 Annual workload**

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

**8.3.14 Effect of departmental workloads**

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

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

**8.3.15 Overload for instructors with new courses**

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

**8.3.16 Minimum time off**

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

When determining faculty appointments the above guidelines shall be used.

**8.3.17 Registration Limits**

(a) The registration limit for all sections of academic courses taught by members of the bargaining unit is thirty- four (34) students. Considerations for amending registration limits may include safety, accreditation requirements, student experience, technology, or facility space.

(b) For a course involving labs or seminars, the registration limit for the course shall equal the registration limit of one of the labs or seminars multiplied by the number of labs or seminars sections.

(c) Up to four additional students may be admitted into a course at the discretion of the instructor.

(d) The Joint Workload Committee will be tasked with creating and maintaining a listing of courses, sections and class sizes to be reviewed annually by the committee.

**8.4 <u>Non-Instructional Assignments</u>**

**8.4.1 Department Head Non-Instructional Assignments**

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

(a) Three percent release time for each College employee whom they supervise.

(b) An additional 20% of an annual workload may be provided where the department must maintain continuous contact with agencies which are an integral part of the department's instructional activity.

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

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

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

**8.4.2 Release time for coordinators**

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

**8.4.3 Effect of release time on departmental workloads**

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

**8.4.4 Duty time for non-instructional faculty members**

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

### 8.5 Faculty Assistant Assignments

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

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

### 8.6 Conditions of Employment for Tutors

A weekly workload will consist of 35 duty hours.

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

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

### 8.7 Rights to Newly Available Work

The members referred to in this process are assumed to have demonstrated the expertise to do the work as per Article 1.11, or in the case of "bumping", as per Articles 5.4 and 5.5.

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

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

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

A. First rights up to the proportion of appointment normally held by the employee go by seniority to:

(a) current regular continuous members who have received layoff notice under Articles 5.1, 12.3, 8.11 fourth paragraph

(b) current regular continuous members who have successfully negotiated the "bumping" process under Articles 5.4 and Article 5.5.

(c) current regular, continuous members returning from voluntary workload reductions under Article 8.11

(d) current regular, continuous members returning from a voluntary labor adjustment under Article 6.4.2 of the Common Agreement.

B. Second rights up to the proportion of appointment normally held by the employee go by seniority to current regular, probationary members who have received layoff notice under Article 5.1.

C. Third rights up to the proportion of appointment normally held by the employee go by seniority to members on recall under Article 5.9.

D. Fourth rights to work go by seniority to current regular, continuous members who are not at 100% due to lack of available work. This does not apply to individuals who have chosen a permanent voluntary workload reduction under Article 8.11 unless they have exercised their option under Article 8.11(b).

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

F. Sixth rights to work go by seniority to past members who had short-term appointments for "similar work" in the past 13 months as per Article 4.2, but are not currently employed by the College.

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

### 8.8 Prior Learning Assessment and Recognition (PLAR)

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

a. Each hour of PLAR activity will be credited with one (1) hour of assigned duty.

b. The credit for the completion of an Assessment and the awarding of appropriate recognition will not normally exceed five (5) hours.

c. The faculty member must consult with their School Chair regarding the crediting of assigned duty hours for this activity.

### 8.9 Subsidiary Employment

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

### 8.10 Professional Development

#### 8.10.1 College Contribution

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

#### 8.10.2 Use of Professional Development Fund

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

#### 8.10.3 Committee on Professional Development

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

#### 8.10.4 Professional development for Faculty Members

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

Regular Faculty Members will be provided with twenty-eight (28) working days per academic year for professional and/or course development activities. Regular Faculty Members will develop in consultation with their appropriate School

Chair/Department Head or appropriate Supervisor a professional/course development plan that is mutually acceptable. The Department Head/appropriate Supervisor will submit the proposal to the Dean/appropriate administrator for approval.

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

**8.10.5 Professional development for Faculty Assistants**

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

**8.10.6 Request for additional PD**

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

**8.10.7 Banking of PD time**

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

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

**8.11 Voluntary Workload Reduction**

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

a) the employee’s reduced proportion will become permanent based on their appointment percentage in the third year of reduction,

b) subject to workload availability within the department, the employee may at a later date request a return to their original proportion at the time of the voluntary reduction.

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

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

## 9 Salary Categories, Placement and Employee Benefits

Employees may be appointed to one of two categories.

**9.1 Faculty**

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

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

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

### 9.2 Faculty Assistant

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

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

### 9.3 Salary Range

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

#### 9.3.1 Placement on Scale

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

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

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

#### 9.3.2 Salary increments

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

#### 9.3.3 Proportional appointments and scale placement

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

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

#### 9.3.4 Faculty Assistants with teaching assignments

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

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

(a) The Faculty Assistant will have their Faculty Assistant duties reduced by the proportion that corresponds to that of the instructional assignment.

(b) The employee's salary will be adjusted based on proportion for the instructional assignment. For the instructional proportion, they will be placed on Schedule A on a step that is one higher in dollar value than their step on the scale in Schedule B for their Faculty Assistant duties. For their Faculty Assistant duties, the employee's salary will be based on their step on the scale in Schedule B.

(c) When Faculty Assistants are teaching over twenty (20) percent of an annual normal workload, vacation benefits which apply to faculty will be pro-rated according to the proportion of the instructional and the Faculty Assistant assignment.

(d) If a Faculty Assistant, who holds the required qualifications, expertise and experience, becomes a Faculty Member on an on-going basis, their placement on the Schedule A scale will be in accordance with the placement criteria used for new employees but will not be placed lower than the salary they received as a faculty assistant.

### 9.4 Sick Leave

#### 9.4.1 Continuous appointments

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

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

**9.4.2 Short-term or probationary appointments**

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

**9.4.3 Duty to provide proof of illness**

Employees are responsible for advising their supervisor if they are unable to attend work. Where an employee is absent due to illness or injury greater than five (5) days, the College may request a medical note to confirm the absence. After two (2) weeks of such absence, sick leave with pay will not be granted nor shall payments continue until proof of such illness or injury has been filed with the Executive Director, Human Resources. Where the employer requests medical documentation, the cost for such medical documentation will be borne by the College.

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.

**9.4.4 Release From Duties Due to Medical Grounds**

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

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

**9.5 Health Benefit Plans**

The College agrees to provide the following health benefit plans to all full time employees provided they meet the eligibility requirements of the Plans. Details of benefit plans can be found in the benefit plan booklets located on the College website.

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

| Plan | College Contributions for Full-time Employees | Employee Contribution |
|---|---|---|
| Extended Health Benefits | 100% | 0% |
| Life Insurance | 100% | 0% |
| Long Term Disability | 100% | 0% |
| Dental | 100% | 0% |

**9.5.1 Eligibility for employees on proportional appointment**

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

For employees who do not meet eligibility requirements of the carrier, in lieu of extended health and dental benefits they will receive 4% of gross earnings per paycheck. Should they become eligible as per the insured plan, then the percentage in lieu will no longer be payable.

**9.5.2 Eligibility for employees on reduced workload**

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

**9.5.3 Changes in benefit plans and use of savings**

Any changes to the benefit levels within the Plan must be negotiated during collective bargaining and are subject to ratification by the Parties.

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

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

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

### 9.6 Merit Recognition

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

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

### 9.7 Business Travel Accident Insurance

Classification - all employees.

Amount of Insurance - $50,000.00

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

### 9.8 Retirement Benefits

#### 9.8.1 Pension Buy Back

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

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

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

#### 9.8.2 Early Retirement Incentive

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

During any appointment year, starting April 1, 1995, the College will offer or accept at least one, or the equivalent of at least one, five year early retirement incentive, provided that there are any such requests. Effective April 1, 2027, the College may offer or accept at least one, or the equivalent of at least one, five year early retirement incentive from the applications from November of the previous year.

##### 9.8.2.1 Qualification/Criteria

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

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

##### 9.8.2.2 Selection Criteria

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

a) employees within an affected discipline where downsizing is planned;

b) employees with the greatest total of years of age plus years of service.

**9.8.2.3 Application Dates for Early Retirement**

a) An employee who wishes to be considered for an early retirement incentive must make the necessary application by November 1. The College will consider all applications and offers will be made to employees by the following March 31.

b) An employee has the right to accept or decline an early retirement incentive offer made by the College within thirty (30) days of the offer being made.

c) All applications for early retirement incentive which have not been granted by the College will be considered standing applications for the following twelve (12) month period.

d) When an offer of an early retirement incentive is accepted, an employee's early retirement will be effective on a date mutually agreed upon between the employee and the College. All earned vacation entitlements shall be utilized prior to the date of retirement.

e) The individual employee's early retirement incentive agreement will be in writing and will specify the early retirement date, the payment date or dates, and the specific dollar amount of the incentive.

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

**9.8.2.4 Early Retirement - Incentive Payment**

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

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

b) The early retirement incentive payment will be based on the employees salary, exclusive of stipends, at the date of retirement.

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

**9.9 Payment of legal costs**

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

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

## 10 LEAVE OF ABSENCE

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

### 10.1 Assisted Leave for Professional Development

#### 10.1.1 Eligibility

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

#### 10.1.2 Application

An employee who applies for an assisted leave shall submit their request to the Convenor of the Professional Development Committee prior to October 15 of the year preceding the requested leave of absence. The application must include a letter of support from the Dean, including tentative start and end dates.

#### 10.1.3 Procedures

Applications for assisted leave will be processed as follows

1. The Professional Development Committee will screen the applications and will make their recommendations to the President or representative by November 15.
2. The President or representative will communicate their approval of the Committee's recommendation directly to the successful candidate (s). Should the President or representative not accept the Committee's recommendation, they will discuss their concerns with the Convener of the Committee prior to formally rejecting the recommendation.
3. Successful candidates will advise the President or representative of their acceptance/refusal of the assisted leave within three (3) weeks of the date the President's approval of the leave was communicated to them.
4. The P.D. Committee will respond in writing to the applicants whose application has been rejected or deferred, stating the reasons.
5. The Professional Development Fund established under Article 8.10.1. will be used to cover the actual cost of salary and benefits paid to the candidates granted assisted leaves under this Article.
6. If an applicant whose application has been approved decides to forego the opportunity for an assisted leave the Committee may process other applications in accordance with established policies.

#### 10.1.4 Level of financial support

In keeping with 10.1.3 Procedures, when assisted leave is granted, employees will normally receive one hundred (100%) 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.

#### 10.1.5 Requirement to return to work after a leave

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

#### 10.1.6 Benefit entitlements

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

### 10.2 Unassisted leaves

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

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

### 10.3 Maternity and Parental Leave

Refer to the 2019-2022 Common Agreement Article 8 – Parental Leave which outlines benefit entitlements.

#### 10.3.1 Maternity Leave

(a) A pregnant 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 no earlier than thirteen (13) weeks before the expected birth, and no later than the actual birth.

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

(c) An employee who requests leave under 10.3.1 after the termination of the employee's pregnancy is entitled up to 6 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than 6 weeks after that date.

(d) An employee who requests leave under 10.3.1 is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee leave ends under 10.3.1 (a).

#### 10.3.2 Parental Leave (includes Adoption)

An employee, on written request, is entitled to an additional unpaid parental leave in accordance with the Employment Standards Act as follows:

(a) For the birth parent who takes leave under 10.3.1, up to sixty-one (61) consecutive weeks of unpaid leave which must begin immediately following the end of the maternity leave unless the employee and the employer agree otherwise.

(b) All other parents, are entitled to up to sixty-two (62) consecutive weeks of unpaid leave, which may begin any time within 78 weeks after the child's/children's birth or placement with the parent.

#### 10.3.3 Benefits

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

#### 10.3.4 Reinstatement

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

#### 10.3.5 Notification of Leave Request

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

### 10.4 Political Leave

If nominated as a candidate for election at the Federal, Provincial or Municipal level, or as a candidate for Indigenous government 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 up to two consecutive terms of office. The employee shall submit a request at least one (1) month prior to the anticipated commencement of said leave.

Release for such public duties may be applied to non-elected Indigenous governance (see Article 7.11.3 of the 2019-2022 Common Agreement).

The terms and conditions of such a leave of absence will be in accordance with Article 10.2.

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

### 10.5 Leave for Association Business

#### 10.5.1 Leave for FPSE assignments

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

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

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

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

**10.5.2 Leave for negotiating a new collective agreement**

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

This article applies to provincial and local bargaining.

**10.6 Bereavement 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, child, sibling, parent-in-law, sibling-in-law, child-in-law, stepchild, stepchild-in-law, grandparent, grandchild, niece, nephew and any other person residing in the same household who is dependent upon the employee. At its discretion, the Employer may grant additional leave with pay.

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

**10.7 Leave for Domestic or Sexual Violence**

Where leave from work is required due to an employee and/or an employee's dependent child being a victim of domestic or sexual violence, the employee shall be granted leave in each calendar year, as follows in accordance with *Employment Standards Act:*

(a) Up to five (5) days of paid leave;

(b) Up to five (5) days of unpaid leave; and

(c) Up to fifteen (15) weeks of unpaid leave.

A leave under Article 10.7 (a) or Article 10.7 (b) may be taken by the employee intermittently or in one continuous period. A leave under Article 10.7 (c) may be taken by the employee in one continuous period or, upon approval by the College, intermittently.

**10.8 Gender Support and Transition Leave**

10.8.1 Upon notification by an employee that they plan to undergo a gender transition or express a need for gender support leave, the Employer will work with the employee to tailor the leave plan to meet the employee's particular needs.

10.8.2 The College will endeavour to protect the privacy and confidentiality of employees accessing this leave and will update personnel records as requested.

10.8.3 Employees may request such leave pursuant to Articles 7.2, 7.5 and 9.3 of the 2019-2022 Common Agreement.

**10.9 Cultural Leave for Indigenous Employees**

Effective April 1, 2026,

(a) A self-identified Indigenous employee may request up to five (5) days' leave with pay per calendar year to organize and/or attend an Indigenous cultural event(s). Such leave will not be unreasonably withheld; and

(b) Employees will provide the Employer with the dates of the days for which leave will be requested. Wherever possible, a minimum of two (2) weeks' notice is required for leave under this provision.

# 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.

Faculty will accrue vacation hours on a bi-weekly basis.

Full time Faculty shall accrue vacation hours at the rate of four (4) days of paid vacation for each month worked, i.e. 10.769 hours per bi-weekly pay period to a maximum of forty (40) days, i.e. 280 hours.

A Faculty Member on a proportional appointment will accrue vacation hours proportional to their appointment.

### 11.2 Vacation Entitlement for Faculty Assistants

Faculty Assistants with probationary, continuous, or short-term twelve (12) month appointments shall accrue vacation hours at the rate of 8.076 hours per bi-weekly pay period. Full time Faculty Assistants accrue six (6) weeks annually to a maximum of 210 hours. Faculty Assistants on a proportional appointment will accrue vacation hours proportional to their appointment. 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 Payment in lieu for casual employees

Casual employees will be paid eight percent (8%) 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 eight percent (8%) of gross salary, in lieu of vacation, on each pay cheque.

### 11.4 Vacation credits

#### 11.4.1 Vacation Pay for short-term appointments

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

#### 11.4.2 Resignation

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

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

#### 11.4.3 Short-term appointments

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

#### 11.4.4 Calculation

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

### 11.5 Vacation Schedule

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

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

### 11.6 Banking vacation time

An employee, with approval of the Dean or appropriate Administrator, may carry over up to ten (10) days of vacation for one year only.

At the end of the vacation year an employee may only carry forward their annual vacation accrual plus an additional ten (10) days.

Vacation balances in excess of 50 days, i.e. 350 hours, shall be paid out. This calculation is adjusted in proportion to each employee's appointment percentage. The payout of any vacation balance in excess of 50 days (i.e. 350 hours or pro-rated as necessary) will occur each year on June 30th.

Exceptions to the above may occur. In cases where an employee, at no fault of their own, cannot take their vacation, the employee can elect to be paid out or develop a plan to draw down the vacation balance excess within a twenty-four (24) month period. For an employee on protected leave, the twenty-four (24) month period begins upon their return to work. The plan shall be subject to approval by the Dean or Administrator and shall not be unreasonably denied. At the end of the twenty-four (24) month period, any excess balance remaining shall be paid out on June 30th.

### 11.7 Statutory Holidays

The following days are recognized as Statutory Holidays:

| | |
|---|---|
| New Year's Day | Labour Day |
| Family Day | National Day for Truth and Reconciliation |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| British Columbia Day | |

Employees will receive any additional Statutory Holiday which may be proclaimed by the BC Provincial Government during the life of this Agreement.

When a Statutory Holiday occurs on a Saturday or Sunday the holiday will be observed on the next working day.

## 12 Technological Change

### 12.1 Definition

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

### 12.2 Discussion with Association

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

### 12.3 Layoff resulting from Technological Change

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

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

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

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

## 13 Grievance Procedure and Arbitration

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

### 13.1 Stage 1

The employee shall first submit the matter in writing, to the Dean/Administrator involved, within thirty (30) working days of the date on which the incident giving rise to the alleged grievance occurred or of the time when the grievor could have reasonably been expected to become aware of the incident, whichever is later. The Dean/Administrator shall respond

within five (5) working days. This stage shall be considered as the official commencement of the grievance procedure. A copy of the submission shall be sent to the Association President and the Director of Human Resources.

General union or policy grievances will commence at Stage II.

**13.2 Stage II**

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

**13.3 Stage III**

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

**13.4 Arbitration**

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

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

**13.4.1 Arbitrators**

When a party has requested that a grievance be submitted to arbitration, the grievance shall be submitted to a single arbitrator, appointed by mutual agreement.

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

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

**13.4.2 Costs and timelines**

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

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

**13.5 Grievance timelines**

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

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

**13.6 Dismissal, discipline and suspension**

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

**13.7 Right to representation**

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

## 14 SPECIAL STIPENDS

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

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

## 15 PICKET LINE

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

## 16 HUMAN RIGHTS

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

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

## 17 PERSONAL AND SEXUAL HARASSMENT

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

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

For the purpose of this article

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

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

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

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

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

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

Where the complainant and the person who is the subject of the complaint are both members of the bargaining unit, then the arbitrator seized with the grievance of harassment shall not also have jurisdiction in respect of any grievance arising from related discipline of the employee who is the subject of the complaint, unless mutually agreed to by the parties.

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

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

## 18 HIRING PROCEDURES/SELECTION COMMITTEES

When a vacancy arises, as determined by the College, the following conditions apply.

**18.1 Posting of the vacancy**

The posting for the vacancy will be initiated by the hiring manager or designate in consultation with Human Resources and the Chair/Department Head of the appropriate discipline or department.

The College shall send notice of vacancies to employees terminated under Article 5. All vacancies in the bargaining unit will be posted internally for seven (7) days. At its discretion, the Employer may post vacancies externally concurrent with the internal position.

**18.2 Selection procedures**

The selection process for Chairs and Department Heads is governed by Article 4.6.

Selection Committees will be created in consultation with Human Resources for positions that are filled by an open competition (internal or external). Selection committees shall consist of at least three members with a majority consisting of SCFA members. These members may include the School Chair or Department Head if appropriate, and staff or faculty members working in the same area or discipline. If no such staff or faculty members are available, then staff or faculty members shall be chosen from another discipline or area of expertise following consultation of the School Chair and the Dean.

The Selection Committee shall review all applications, prepare a short-list, interview the short-listed candidates, and recommend to the hiring manager the candidate(s) or a ranking of candidates considered acceptable. The Selection Committee may consider external applicants only if there are no qualified internal applicant(s).

The hiring manager and/or designate will complete reference checks on final candidate(s) and then make a final hiring decision. Should the recommendation(s) of the Selection Committee not be accepted by the hiring manager, they will meet with the Selection Committee to discuss.

A formal offer is made to the selected candidate(s) by Human Resources, and the hiring manager will be advised of the candidate's response and subsequently inform the Selection Committee.

These procedures are in keeping with current College policies.

## 19 HEALTH AND SAFETY

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

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

## 20 TERM OF AGREEMENT

This agreement unless changed by the mutual consent of both parties hereto, shall be in force and effect from April 1, 2025 to March 31, 2029 and thereafter from year to year unless either party serves notice to commence collective bargaining in accordance with the Labour Relations Code of B.C.

Signed this 9th day of November, 2026

For Selkirk College ("the College")

Chair, Selkirk College Board

President

Chair, Selkirk College Negotiation Committee

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

President, Selkirk College Faculty Association

Vice President – Negotiations

For the Post-Secondary Employer's Association

CEO, Post-Secondary Employer's Association

## 21 SCHEDULE A – FACULTY ANNUAL SALARY

| STEP | April 1, 2025 | | April 1, 2026 | | April 1, 2027 | | April 1, 2028 | |
|---|---|---|---|---|---|---|---|---|
| | Annual | Monthly | Annual | Monthly | Annual | Monthly | Annual | Monthly |
| 1 | 116,258 | 9,688.17 | 119,746 | 9,978.83 | 123,338 | 10,278.17 | 127,038 | 10,586.50 |
| 2 | 108,942 | 9,078.50 | 112,210 | 9,350.83 | 115,576 | 9,631.33 | 119,043 | 9,920.25 |
| 3 | 101,513 | 8,459.42 | 104,558 | 8,713.17 | 107,695 | 8,974.58 | 110,926 | 9,243.83 |
| 4 | 97,384 | 8,115.33 | 100,306 | 8,358.83 | 103,315 | 8,609.58 | 106,414 | 8,867.83 |
| 5 | 93,833 | 7,819.42 | 96,648 | 8,054.00 | 99,547 | 8,295.58 | 102,533 | 8,544.42 |
| 6 | 90,289 | 7,524.08 | 92,998 | 7,749.83 | 95,788 | 7,982.33 | 98,662 | 8,221.83 |
| 7 | 86,739 | 7,228.25 | 89,341 | 7,445.08 | 92,021 | 7,668.42 | 94,782 | 7,898.50 |
| 8 | 83,193 | 6,932.75 | 85,689 | 7,140.75 | 88,260 | 7,355.00 | 90,908 | 7,575.67 |
| 9 | 79,645 | 6,637.08 | 82,034 | 6,836.17 | 84,495 | 7,041.25 | 87,030 | 7,252.50 |
| 10 | 76,095 | 6,341.25 | 78,378 | 6,531.50 | 80,729 | 6,727.42 | 83,151 | 6,929.25 |
| 11 | 72,550 | 6,045.83 | 74,727 | 6,227.25 | 76,969 | 6,414.08 | 79,278 | 6,606.50 |

## 22 SCHEDULE B – FACULTY ASSISTANT ANNUAL SALARY

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

| STEP | April 1, 2025 | | April 1, 2026 | | April 1, 2027 | | April 1, 2028 | |
|---|---|---|---|---|---|---|---|---|
| | Annual | Monthly | Annual | Monthly | Annual | Monthly | Annual | Monthly |
| 1 | 93,006 | 7,750.50 | 95,797 | 7,983.08 | 98,670 | 8,222.50 | 101,630 | 8,469.17 |
| 2 | 87,154 | 7,262.83 | 89,768 | 7,480.67 | 92,461 | 7,705.08 | 95,234 | 7,936.17 |
| 3 | 81,210 | 6,767.50 | 83,646 | 6,970.50 | 86,156 | 7,179.67 | 88,741 | 7,395.08 |
| 4 | 77,907 | 6,492.25 | 80,245 | 6,687.08 | 82,652 | 6,887.67 | 85,131 | 7,094.25 |
| 5 | 75,066 | 6,255.50 | 77,318 | 6,443.17 | 79,638 | 6,636.50 | 82,026 | 6,835.50 |
| 6 | 72,231 | 6,019.25 | 74,398 | 6,199.83 | 76,630 | 6,385.83 | 78,930 | 6,577.50 |
| 7 | 69,391 | 5,782.58 | 71,473 | 5,956.08 | 73,617 | 6,134.75 | 75,826 | 6,318.83 |
| 8 | 66,554 | 5,546.17 | 68,551 | 5,712.58 | 70,608 | 5,884.00 | 72,726 | 6,060.50 |
| 9 | 63,716 | 5,309.67 | 65,627 | 5,468.92 | 67,596 | 5,633.00 | 69,624 | 5,802.00 |
| 10 | 60,876 | 5,073.00 | 62,702 | 5,225.17 | 64,583 | 5,381.92 | 66,521 | 5,543.42 |
| 11 | 58,040 | 4,836.67 | 59,782 | 4,981.83 | 61,575 | 5,131.25 | 63,422 | 5,285.17 |

## 23 SCHEDULE C – STIPENDS – SCHOOL CHAIRS AND DEPARTMENT HEADS

| April 1, 2025 | April 1, 2026 | April 1, 2027 | April 1, 2028 |
|---|---|---|---|
| $503.44 | $518.54 | $534.10 | $550.12 |

## 24 SCHEDULE D 1 – OVERLOAD - FACULTY RATE

| Step | 1-Apr-25 | 1-Apr-26 | 1-Apr-27 | 1-Apr-28 |
|---|---|---|---|---|
| **1** | $227.13 | $233.94 | $240.96 | $248.19 |
| **2** | $212.77 | $219.15 | $225.72 | $232.49 |
| **3** | $198.18 | $204.13 | $210.25 | $216.56 |
| **4** | $190.09 | $195.79 | $201.66 | $207.71 |
| **5** | $183.11 | $188.60 | $194.26 | $200.09 |
| **6** | $176.16 | $181.44 | $186.88 | $192.49 |
| **7** | $169.19 | $174.27 | $179.50 | $184.89 |
| **8** | $162.23 | $167.10 | $172.11 | $177.27 |
| **9** | $155.26 | $159.92 | $164.72 | $169.66 |
| **10** | $148.30 | $152.75 | $157.33 | $162.05 |
| **11** | $141.34 | $145.58 | $149.95 | $154.45 |

## 25 SCHEDULE D 2 – OVERLOAD - FACULTY ASSISTANT RATES

| Step | 1-Apr-25 | 1-Apr-26 | 1-Apr-27 | 1-Apr-28 |
|---|---|---|---|---|
| **1** | $181.70 | $187.15 | $192.77 | $198.55 |
| **2** | $170.22 | $175.32 | $180.58 | $185.99 |
| **3** | $158.54 | $163.30 | $168.20 | $173.25 |
| **4** | $152.07 | $156.63 | $161.33 | $166.17 |
| **5** | $146.49 | $150.88 | $155.41 | $160.07 |
| **6** | $140.93 | $145.15 | $149.50 | $153.99 |
| **7** | $135.35 | $139.42 | $143.60 | $147.91 |
| **8** | $129.78 | $133.68 | $137.69 | $141.82 |
| **9** | $124.21 | $127.94 | $131.78 | $135.73 |
| **10** | $118.64 | $122.20 | $125.86 | $129.64 |
| **11** | $113.07 | $116.46 | $119.96 | $123.56 |

## 26 SCHEDULE E – CASUAL

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

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

Category 3: Remuneration per diem.

Step 1: Minimum expected qualification.

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

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

| | 1-Apr-25 | | | 1-Apr-26 | | | 1-Apr-27 | | | 1-Apr-28 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Step 1 | Step 2 | Step 3 | Step 1 | Step 2 | Step 3 | Step 1 | Step 2 | Step 3 | Step 1 | Step 2 | Step 3 |
| Category 1 | $35.70 | $44.31 | $53.29 | $36.77 | $45.64 | $54.89 | $37.87 | $47.01 | $56.54 | $39.01 | $48.42 | $58.24 |
| Category 2 | $71.43 | $88.39 | $106.54 | $73.57 | $91.04 | $109.74 | $75.78 | $93.77 | $113.03 | $78.05 | $96.58 | $116.42 |
| Category 3 | $214.24 | $266.04 | $319.64 | $220.67 | $274.02 | $329.23 | $227.29 | $282.24 | $339.11 | $234.11 | $290.71 | $349.28 |

## 27 SCHEDULE G – TUTORS

| | 1-Apr-25 | 1-Apr-26 | 1-Apr-27 | 1-Apr-28 |
|---|---|---|---|---|
| Rate "A" | $30.82 | $31.74 | $32.69 | $33.67 |
| Rate “B” | $33.00 | $33.99 | $35.01 | $36.06 |
| Rate “C” | $35.17 | $36.23 | $37.32 | $38.44 |
| Rate “D” | $38.18 | $39.33 | $40.51 | $41.73 |

## 28 SCHEDULE H – WORKLOAD CALCULATIONS

Workloads are equal to H x W x G, where:

H = hours per week

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

G = weight, as per the table below

| Assignment | Art. | Weight |
|---|---|---|
| Lectures | 8.3.1 | 1.00 |
| Clinicals | 8.3.2 | 0.76 |
| Laboratories* | 8.3.3 | 0.70 |
| Practicum, preceptorship, field placements | 8.3.4 | 0.46 |
| Seminars | 8.3.5 | 0.50 |
| Music – ensemble | 8.3.7 | 0.70 |
| Music – individual instruction | 8.3.7 | 0.59 |
| Travel time | 8.3.12 | 0.33 |

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

## LETTER OF UNDERSTANDING #1

## COMMON AGREEMENT AND COMMON FACULTY PD FUND

**COMMON AGREEMENT**

The Parties agree that the "Common Agreement" means the 2019-2022 FPSE Faculty Common Agreement between the Employers' Bargaining Committee on behalf of the member institutions ratifying that Common Agreement and the Federation of Post Secondary Educators of BC (FPSE) on behalf of its local unions ratifying that Common Agreement.

The 2025-2029 Local agreement between the Parties and the 2019-2022 FPSE Common Agreement will continue to form the whole collective agreement with the following exceptions to Article 13.3 of the Common Agreement:

- Article 12.1 and Appendix A – Provincial Salary Scale; and
- Article 12.2 – Secondary Scale Adjustment.

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

Terms of Reference will govern the administration and distribution of the Common PD funds in accordance with the stipulations of the FPSE Common Agreement.

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

## LETTER OF UNDERSTANDING #2

## ASSOCIATION RELEASE TIME COSTING

The College and Association agree that:

1. As per Article 3.3.2 of the Common Agreement, the College will contribute 25% of one full-time equivalent Step 1, Faculty Scale per annum towards Association release time to be deducted from the replacement costs described in item 2 below.
2. As per Article 3.3.3 of the Common Agreement, the Association will reimburse the College for any additional release time provided in Accordance with the following principles:

    2.1.1 The Association will notify the President of the required release by May 1st.

    2.1.2 The College will invoice the Association for replacement costs by November 30th of the same year.

    2.1.3 In all cases, the replacement salary cost will be the salary at Step 4 of the salary scale.

    2.1.4 If the replacement person is regularized, the replacement cost is agreed to be the Step 4 salary and benefit costs for 12 months.

    2.1.5 If the replacement person is on a short-term appointment, the replacement cost is agreed to be the Step 4 salary, vacation and benefit costs for 8 months. The College and Association agree to base the costs on 8 months, instead of 9 months, to compensate for the full-benefit loading being applied to faculty on short-term appointments.

    2.1.6 Replacement needs for faculty assistants will be costed on the same basis as for faculty, but will be based on the Faculty Assistant scale.
3. This agreement will be appended to the Collective Agreement as a Letter of Understanding.
4. This Letter of Understanding will expire on March 31st, 2029.

## LETTER OF UNDERSTANDING #3

## INDIVIDUAL INSTRUCTION DELIVERY WORKLOAD CALCULATIONS FOR MUSIC INSTRUCTORS (ART. 8.3.7)

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

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

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

2. Contract start date will be September 1 of each year.
3. Student numbers will be determined in September and January of each year.
4. In the event that student numbers in January are less than those in September, the workload calculations will be adjusted to reflect the actual student numbers.
5. In the event that there are no students in January, the annual contract will be reduced to 6 months (half an annualized appointment).
6. The specifics of this agreement will be reviewed annually by the College and the Association.
7. This agreement is to be used in relation to Professional Music non-regular faculty only, and will be in effect until the end of the current Collective Agreement – March 31, 2029.

## LETTER OF UNDERSTANDING #4

## SELKIRK COLLEGE SCHOOL STRUCTURE

The Parties agree as follows:

1. The implementation of the 2003 restructuring/realignment plan and the alignment of SCFA programs and departments within the Schools model will have no current or future impact on the programs' jurisdictional assignment, the scope of the SCFA certification, bargaining unit placement and the provisions of the collective agreement.
2. The College will maintain the bargaining unit integrity of current SCFA programs by ensuring that they coincide as much as possible with the bargaining unit certification.

## LETTER OF UNDERSTANDING #5

## JOINT COMMITTEE ON WORKLOAD REVIEW

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

a) The Committee shall comprise three (3) representatives appointed by the College and three (3) representatives appointed by the Association. Either party may invite a maximum of two (2) other individuals to any of the meetings to provide information to the Committee.

b) The Committee shall meet three times per academic year during the term of this agreement. Meeting frequency may be adjusted by mutual agreement.

c) The Committee shall share readily available information and data regarding course modes (blended, face-to-face, online, paper distance), courses, class size, invigilation, student numbers, contact and non-contact hours, course preparation time, and other workload issues in all program areas.

d) The Committee shall be tasked with reviewing how workload is calculated as per Article 8.3 Instructional Faculty Assignments, and endeavour to produce a recommendation or report before the next round of bargaining.

e) Each party may report back to their constituent groups on the discussions.

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

This Letter of Understanding will expire on March 31, 2029.

## LETTER OF UNDERSTANDING #6

## ACADEMIC FREEDOM

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

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

Academic freedom is the freedom to examine, question, teach and learn and it involves the right to investigate, speculate, and comment without regard to prescribed doctrine. Academic freedom ensures the following:

a) Freedom in the conduct of teaching;
b) Freedom in undertaking research and making public the results thereof;
c) Freedom from institutional censorship.

Academic freedom carries with it the duty to use that freedom in a responsible way, respecting the rights and dignity of others, and in a manner consistent with the scholarly obligation to teaching in an honest search for knowledge and the obligation to follow the curriculum requirements of the instructional assignment.

The College commits to consulting the SCFA on its policy and procedures with respect to Academic Freedom.

This LOU expires March 31, 2029.

## LETTER OF UNDERSTANDING #7

## EMPLOYEE WELLNESS ACCOUNT

The parties agree that in order to assist in the enhancement of the health and wellness of faculty, an Employee Wellness Account (EWA) shall be provided to eligible employees, defined as: all Regular employees (Full-Time and Part-Time) and Short-Term employees with an employment status of 50% or more for four (4) or more consecutive months per year.

The Employee Wellness Account (EWA) is a one-time initiative intended to promote the health and wellness of staff that:

- Encourages habits of wellness;
- Increases awareness of factors and resources that contribute to personal well being; and
- Inspires individuals to take responsibility for their own health (physical and/or psychological).

This one-time initiative will be effective January 1, 2027 and ending December 31, 2028. Eligible faculty employees may claim up to $650 per employee (prorated for partial FTE) upon application of and submission of personal eligible receipts during this period. For clarity, this is a one-time allocation per eligible employee.

Criteria:

- Eligible expenses are as per an approved list;
- Must have been incurred in the period covered as per the contractual plan design;
- The expense must benefit the employee directly;
- Maximum annual claim allocation amount is $650 and claims are contingent on submission of receipt(s);
- Reimbursement for expenses cannot have been claimed elsewhere such as under an extended health plan or other plans where such expenses may be claimed;
- Grace period is 31 days – employees will have until January 31, 2029, to submit claims against the prior year's balance; and
- If an employee has unused EWA funds when they leave the employ of the College, that unused allowance is forfeited.

Process:

- Employees will submit receipts through the College's extended health carrier.
- In their submission, employees may be asked to confirm that they have not submitted the receipt previously for the said period and that the receipted expenses have not been claimed elsewhere.
- All claimed reimbursed amounts up to $650 may be treated as a taxable benefit in accordance with Canada Revenue Agency (CRA) rules and regulations.

Eligible expenses:

- Membership and/or admission to fitness facilities
- Recreational enrollment and/or participation fees
- Textbooks and/or related media on health and/or wellness related topics
- Smoking cessation, weight loss or addictions programs
- Classes/courses for health/wellness enhancement
- Fitness Instruction/ Personal Trainers
- Admission fees for races and fitness activities
- Fitness trackers and app subscription, such as Fitbit or MyFitnessPal
- Consultation session(s) with a Registered Dietitian or Nutritionist
- Meditation/Mindfulness classes or programs
- Sports equipment
- Traditional medicines (such as sweetgrass, sage, cedar, tobacco plant)
- Fees and supplies for Indigenous ceremonies (such as sweat lodges, healing circles, smudge kits)

## LETTER OF UNDERSTANDING #8

## RECRUITMENT AND RETENTION OF INDIGENOUS EMPLOYEES

The Association and the Employer are committed to the identification and removal of discriminatory barriers to the selection, hiring, and retention of Indigenous people.

The parties agree to form a working committee to review and advise on measures for recruitment and retention of Indigenous employees.

a) The Committee shall be comprised of up to three (3) representatives the College and of up to three (3) representatives for the Association. Each party shall be responsible for appointment of their representatives. Upon mutual agreement, either party may invite other individuals to any of the meetings to provide information to the Committee.

b) The Committee shall meet at least three times during the term of the agreement.

c) The Committee will be tasked with producing recommendations or a report before the next round of bargaining that will identify potential amendments to the Collective Agreement to support the recruitment and retention of Indigenous employees.

d) It is understood that the Committee will not have the power to bind their principals and any recommendations are subject to ratification by the parties' principals.

e) This LOU shall expire at the end of the term of the agreement as per Article 20, or its renewal, whatever comes first.

## LETTER OF UNDERSTANDING #9

## WORKLOAD PILOT

Effective August 1, 2027, notwithstanding the provisions under Article 8.3, and Schedule H: Workload the Parties will implement the following exceptions as a Pilot on Workload:

1. Lectures: The weekly teaching workload will be fifteen (15) 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. The annual workload will consist of 480 hours of lecture contact.
2. Clinicals: The weekly teaching workload will be twenty (20) regularly scheduled class contact hours where the principal instructional delivery mode is through the clinical method. The annual workload will consist of 640 hours of clinical class contact hours.
3. Laboratories: The weekly teaching workload will be twenty-one (21) of 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% (21 class contact hours/week). In such instances the Dean or appropriate Administrator, in consultation with the appropriate School Chair, will recognize additional workload credits. The annual workload will consist of 672 hours of lab class contact hours.
4. Practicum, Preceptorship Field Placement: Workload credit will be calculated on the basis that a 35 hour week is equivalent to a full weekly instructional assignment, i.e., fifteen (15) lecture hours as per section 1. Credit for work which must be done prior and subsequent to the assignment will be determined on an individual basis by the President in consultation with the Dean or appropriate Administrator and the Department Head.
5. Seminars: The weekly teaching workload will be thirty (30) regularly scheduled class contact hours where the principal instructional delivery mode is through the seminar method. The annual workload will consist of 960 hours of seminar class contact hours.
6. Music Program: The weekly teaching workload will be twenty-one (21) regularly scheduled class contact hours where the principal instructional delivery mode is through the ensemble method and twenty-five (25) regularly scheduled class contact hours where the principal instructional delivery mode is through the individual instruction method. The annual workload will consist of 672 hours of ensemble class contact hours and/or of 800 hours of individual instruction class contact hours.
7. Annual workload: The annual workload for instructional staff will consist of 480 hours of lecture method class contact hours or equivalent. Workloads may be averaged over the preceding or subsequent semester. 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 240 hours of lecture equivalent instruction.
8. Effect of departmental workloads: Termination of an instructor's appointment under this article will be made only if the average workload for the instructor's department falls below 480 hours per year of lecture method equivalent hours. Instructors who carry annual overloads will be provided equivalent release time or will be paid at the rates specified in Schedule D. An annual overload will be defined as being in excess of 480 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 480 hours per year.

The Joint Committee on Workload Review will be tasked with evaluating the effectiveness of this Workload Pilot. The goal of the Pilot is to maintain or enhance the student experience and address faculty workload concerns. The Annual Student Engagement Survey and stable enrollment numbers per semester will be reports considered in the evaluation. The Joint Workload Committee can agree on additional reports to further evaluate the sustainability of this model.

This LOU will expire March 31, 2029 or upon the renewal of the collective agreement, whichever is later. Should the parties agree to not renew this LOU at the next round of negotiations, then the monies used to fund this pilot will be returned to the parties for that round of negotiations.

## LETTER OF UNDERSTANDING #10

## TUITION WAIVER FOR DEPENDENT CHILDREN

This will take effective for the 2026/2027 academic year provided this MOA has been ratified before July 31, 2026, otherwise it will apply the subsequent academic year.

Eligibility and Definition of Dependents

Dependent children of a regular ongoing employee, and who are not employed by the Employer, are eligible for a tuition waiver of fifty percent (50%) of the applicable tuition fees. For the purpose of this article, dependent children are defined as immediate family residing in the home under the age of twenty-five (25).

Scope of Waiver

A tuition waiver applies solely to tuition fees within certificate, diploma and degree programs, and does not extend to non-tuition related fees or supply costs, which must be paid by the student as required. Additionally, the waiver is not applicable to courses or programs offered by Selkirk College in partnership with another institution, where Selkirk College acts as a broker, or to Co-op or work-term fees.

Conditions for Tuition Exemption

It is understood that:

1. The dependent child receiving the tuition waiver must meet required pre-requisites for the course being taken.
2. The dependent child receiving a tuition waiver cannot be included in the minimum enrollment requirements for a course.
3. Tuition waivers only apply to tuition only and cannot include any other auxiliary fees, textbook costs, etc.
4. A dependent child may initially register as a fee-paying student to secure a seat. If there is no prospective fee-paying student on the wait list, the dependent child is entitled to a 50% tuition reimbursement.
5. If a dependent child does not initially register as a fee-paying student to secure a seat, then a seat becomes vacant after the first day of class and there is no prospective fee-paying student on a wait list, the dependent child is entitled to a 50% tuition exemption, provided the course instructor consents to a late start. Under no circumstances will a dependent child be permitted to begin a class after five (5) working days have elapsed.
6. The granting of a tuition waiver to a dependent child cannot result in any additional material or instructional costs to the institution (as determined by the employer). The employer reserves the right to limit the total number of individuals on tuition waivers enrolled at the institution at any one time and/or to exclude specific programs from waiver eligibility.