

MEMORANDUM OF AGREEMENT

Between

SELKIRK COLLEGE

(hereinafter called "the Employer")

And the

SELKIRK COLLEGE FACULTY ASSOCIATION

(hereinafter called "the Association")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE SELKIRK COLLEGE FACULTY ASSOCIATION (hereinafter called "the Association"), AGREE TO RECOMMEND TO THE ASSOCIATION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 1, 2012 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the local portion of the 2010-2012 Collective Agreement continue except as specifically varied below by paragraphs 2 to 4 inclusive.

2. Effective Dates

The effective date of all changes in the new Collective Agreement will be the date of ratification of this Memorandum, unless otherwise specified.

3. Appendix A

The Employer and the Association agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "A".

4. **Appendix B**

The Employer and the Association also agree to the Comprehensive Settlement package signed on April 30, 2013.

5. **Appendix C**

The Employer and the Association agreed to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "C" - 2012 FPSE Compensation Template Table" signed on February 2, 2013.

6. **Ratification**

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principles vote on the recommendations.

This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Signed this 1 day of May 2013.

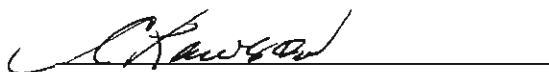
**BARGAINING REPRESENTATIVES FOR
THE COLLEGE**



**BARGAINING REPRESENTATIVES
FOR THE ASSOCIATION**



BARGAINING REPRESENTATIVE FOR PSEA



Appendix A

Green Sheets from Local Negotiations

SCFA and Selkirk College
Agreed Language
March 7, 2013

Time:

Change each occurrence in the current CA of "prorata" and "pro-rata" to "pro-rated".

On behalf of Selkirk College



On behalf of SCFA



On behalf of PSEA



Date: March 7, 2013

SCFA and Selkirk College
Agreed Language
March 7, 2013

Time: 1500 hrs

Change each occurrence in the current CA of "contract" to "appointment".

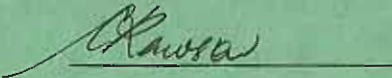
On behalf of Selkirk College



On behalf of SCFA



On behalf of PSEA



Date: March 7, 2013

SCFA and Selkirk College
Agreed Language
March 6, 2013

Time: 1710 HRS

COLLECTIVE AGREEMENT

between

SELKIRK COLLEGE

and

SELKIRK COLLEGE FACULTY ASSOCIATION

April 1, 2007 ~~2012~~ to March 31, 2010 ~~2014~~

On behalf of Selkirk College



On behalf of SCFA



On behalf of PSEA



Date: March 7, 2013

PREAMBLE

THIS AGREEMENT is effective from April 1, 2004-2012 to March 31, 2007 2014

BETWEEN;

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

OF THE FIRST PART

AND:

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

OF THE SECOND PART

WHEREAS the College Board is an employer within the meaning of the ~~Industrial Relations Act~~ Labour Relations Code;

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

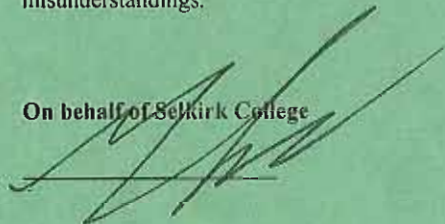
NOW THIS AGREEMENT WITNESSETH that the parties hereto agree each with the other as follows:

PREAMBLE

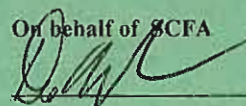
The parties hereto recognize that Selkirk College has three broad purposes. The first is to provide within a single educational milieu a variety of educational opportunities for students of different abilities, talents and interests. The second is to extend more widely the opportunity for ~~young people~~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

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

On behalf of Selkirk College



On behalf of SCFA



On behalf of PSEA



Date:

March 7/13

Selkirk College
Agreed Language
Date: March 6, 2013

Time: 1716 HRS

Relocate the last sentence to Article 8

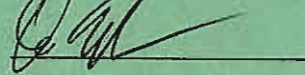
2 MANAGEMENT RIGHTS

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


On behalf of Selkirk College



On behalf of SCFA



On behalf of PSEA



Date: March 7, 2013

3 ASSOCIATION MEMBERSHIP, RECOGNITION AND DUES

3.4 Copy of agreement to Association members

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

3.8 Provision of Seniority list

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

Name

Address

Telephone Number (when available)

Scale Placement

Contract Proportion

Seniority Accrued

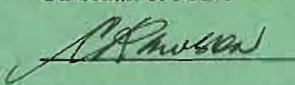
On behalf of Selkirk College



On behalf of SCFA



On behalf of PSEA



Date: March 7, 2013

**SCFA and Selkirk College
Agreed Language**

No Other Agreement (New)

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.

Note: *To be included under Article 3 Association Membership, Recognition and Dues*

On behalf of Selkirk College



On behalf of SCFA



On behalf of PSEA



Date: April 28, 2013

6 SUSPENSION AND DISMISSAL PROCEDURES

6.1 Dismissal for cause

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

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

On behalf of Selkirk College



On behalf of SCFA



On behalf of PSEA



Date: March 7, 2013

Selkirk College
Agreed Language
Date: March 6, 2013

Time: 176 HRS

Relocated from Article 2- Management Rights

8 CONDITIONS OF EMPLOYMENT

8.1.0 General

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

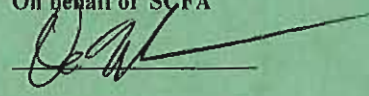
8.3 Instructional Faculty Assignments

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 29 Schedule I: Workload Calculations.

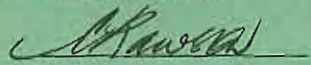
On behalf of Selkirk College



On behalf of SCFA



On behalf of PSEA



Date: March 7, 2013

176 HRS ✓

SCFA and Selkirk College
Agreed Language

8 Conditions of Employment

8.2.3 ~~Workload Review Committee~~

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

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

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

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

8.3.17 8.11 Voluntary Workload Reduction

A continuous employee may submit a written request to his/her Dean prior to April 1 of the year in which they wish to obtain approval for a voluntary workload reduction for a period up to one year. Approval for such a request will be based on the impact on departmental workloads and assignments. Approval or denial of the request will be given to the employee within 30 days of the written request. Should the employee wish to continue the voluntary workload reduction beyond one year, the employee must re-submit the request for consideration. If the voluntary workload reduction continues for three consecutive years ~~commencing after June 30, 1999~~ then:

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

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

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

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

On behalf of Selkirk College



On behalf of PSEA



On behalf of SCFA



Date: April 30 2013

ARTICLE 8.7 RIGHTS TO NEWLY AVAILABLE INSTRUCTIONAL WORK

The members referred to in this process are assumed to have demonstrated the expertise to do the work as per Article ~~4.7~~ **1.8**, or in the case of "bumping", as per Articles 5.4 and 5.5.

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

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

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

A. First rights up to the proportion of appointment normally held by the employee **go by seniority** to ~~go to the most senior member of:~~

(a) current regular continuous members who have received layoff notice under Articles 5.1, 12.3, 8.3.17 paragraph 4

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

(c) current regular, continuous members returning from voluntary workload reductions under Article 8.3.17

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

B. Second rights up to the proportion of appointment normally held by the employee **go by seniority** to ~~the most senior member 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** ~~the most senior member to~~ members on recall under Article 5.6 **5.7**.

D. Fourth rights to work ~~go to the most senior member~~ **by seniority** to current regular, continuous members who are not at 100% due to lack of available work. This does not apply to individuals who have chosen a permanent voluntary workload reduction under Article ~~8.3.20~~ **8.3.17**—until **unless they have exercised their option under Article 8.3.17(b)**. Members ~~refusing additional work to increase their proportion for three consecutive years will have permanently relinquished their right to additional work under Article 8.3.17.~~

SCFA and Selkirk College
Agreed Language

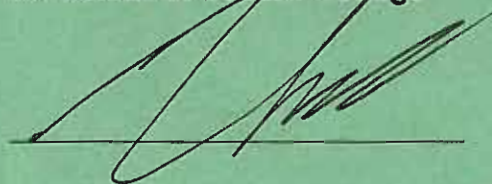
E. Fifth rights to work go by seniority to current short-term annualized members who are not at 100% due to lack of available work. ~~Members refusing additional work to increase their proportion for three consecutive years will have permanently relinquished their right to additional work under Article 8.3.17.~~

F. Sixth rights to work go ~~to the most senior member of~~ by seniority to current short-term members who are not at 100% due to lack of available work. ~~Members refusing additional work to increase their proportion for three consecutive years will have permanently relinquished their right to additional work under Article 8.3.17.~~

G. Seventh rights to work go ~~to the most senior member~~ 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 if none of the previous terms of this Article are applicable once the sequence identified in this Article has been exhausted and all eligible internal candidates have refused the work.

On behalf of Selkirk College



On behalf of SCFA



On behalf of PSEA



Date: April 30, 2013

SCFA and Selkirk College
Agreed Language

9.3.1 Placement on Scale

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

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

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

On behalf of Selkirk College



On behalf of SCFA



On behalf of PSEA



Date: April 28, 2013

9 Salary Category, Placement and Employee Benefit

9.8.1 Pension Buy Back

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

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

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

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

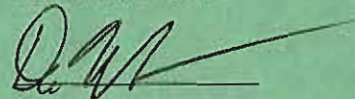
1. All calculations will be determined on an individual basis at the time of the buy back.
2. The present three year buy back maximum for the employer buy back portion will be increased by using all savings generated in 1 above such that the total cost to the employer is no greater than it would have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

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

On behalf of Selkirk College



On behalf of SCFA



On behalf of PSEA



Date: March 7, 2013

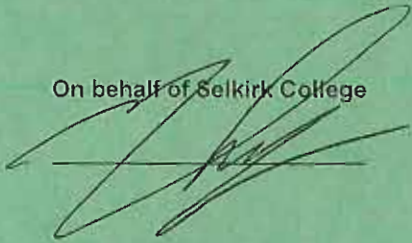
10 LEAVE OF ABSENCE

10.3.1 Maternity Leave

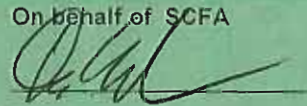
An employee, on written request, is entitled to a maternity leave of absence without pay from work for a period of up to eighteen (18) weeks commencing anytime in the eleven (11) weeks immediately before the expected delivery date.

Leave may commence ~~The Employer shall defer the commencement~~ at any time of prior to the maternity leave for any period of time where such leave is requested by the employee and approved by her medical practitioner. Any leave will not draw down the maternity leave entitlement.

On behalf of Selkirk College



On behalf of SCFA



On behalf of PSEA



Date: March 8 2013

11 VACATION

11.2 Vacation Entitlement for Faculty Assistants

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

11.2.1 Probationary and continuous appointment

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

11.2.2 Short-term and proportional appointment

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

11.5 Vacation Schedule

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

The Dean/appropriate Administrator shall, within thirty (30) days of receipt of the vacation plan from the ~~Department Head~~/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.

On behalf of Selkirk College



On behalf of SCFA



On behalf of PSEA



Date: March 7, 2013

13 GRIEVANCE PROCEDURE AND ARBITRATION

13.4.1 Arbitrators

When a party has requested that a grievance be submitted to arbitration, the grievance shall be submitted to one of the following single arbitrators on a rotational basis, subject to their availability, within ninety (90) days.

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

- a) ~~Mr. Donald Munroe~~ — Chris Sullivan
- b) ~~Mr. Mervin Chertkow~~ — Margie Jackson
- c) ~~Ms. Shona Moore~~ — Joan Gordon
- d) ~~Mr. Allan Hope~~ — Mark Brown

The arbitrator shall have the same powers and authority as an arbitration board and may determine his/her own procedure in accordance with the Labour Relations Code. The Arbitrator shall give full opportunity to all parties to present evidence and make full representations. He/she shall hear and determine the difference or allegation and shall render a decision within thirty (30) days of the conclusion of the hearing. The decision of the arbitrator shall be final, binding and enforceable on the parties. The arbitrator shall not have the power to change this Agreement.

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

On behalf of Selkirk College



On behalf of SCFA



On behalf of PSEA



Date

March 8, 2013

13 GRIEVANCE PROCEDURE AND ARBRITATION

13.4.2 Costs and timelines

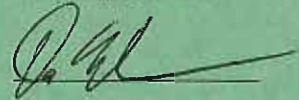
Each party shall pay one half (0.5 2) of the fees and expenses of the arbitrator.

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.

On behalf of Selkirk College



On behalf of SCFA



On behalf of PSEA



Date: March 7, 2013

SCFA and Selkirk College
Agreed Language
March 8, 2013


Time: 1330 HRS

16 HUMAN RIGHTS

The Association and the College agree that the provisions of Section 8 13 of the *Human Rights Act Code* SBC Chapter 22, 1984 (1996) apply as though included in and forming part of this agreement.

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

On behalf of Selkirk College



On behalf of SCFA



On behalf of PSEA



Date: March 8, 2013

Selkirk College
Agreed Language
Date: March 8, 2013

Time: 1:30 hrs

18.3 Internal postings

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

~~The College shall send a copy of the posting to laid off employees who are eligible for recall pursuant to Article 5.9. It is the responsibility of the employee to provide the College with his/her current mailing address.~~

5.7 Employee recall

The College will inform employees on layoff who are eligible for recall pursuant to Article 5.9, of an vacancies to provide him or her the opportunity to demonstrate expertise for the position. It is responsibility of the Employee to provide the College with his or her current mailing address ~~contract information.~~

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

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

On behalf of Selkirk College



On behalf of SCFA



On behalf of PSEA



Date:

Mar 8, 2013

20 TERM OF AGREEMENT

This agreement unless changed by the mutual consent of both parties hereto shall be in force and effective from April 1, 2007 ~~2012~~ to March 31, 2040 ~~2014~~ and thereafter from year to year unless either party serves notice to commence collective bargaining in accordance with the Labour Relations Act Code of B.C.

On behalf of Selkirk College



A handwritten signature in black ink, appearing to be 'J. Smith', written over a horizontal line.

On behalf of SCFA



A handwritten signature in black ink, appearing to be 'De Vill', written over a horizontal line.

On behalf of PSEA



A handwritten signature in black ink, appearing to be 'K. Anderson', written over a horizontal line.

Date: April 28, 2013

SCFA and Selkirk College
Agreed Language
March 8, 2013

Time: 10:45 AM

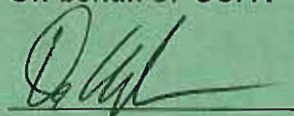
28 SCHEDULE H. - GUEST ARTISTS AND CASUAL INSTRUCTORS

This Schedule applies only to the School of Craft and Design, as per the attached Memorandum of Understanding re: "Amalgamation of the Kootenay School of the Arts Instructional Staff into the Selkirk College Faculty Association Bargaining Unit." See page 44.

On behalf of Selkirk College



On behalf of SCFA



On behalf of PSEA



Date: March 8, 2013

Appendix A

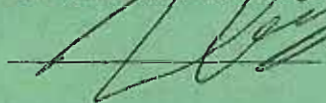
<u>Instructional staff covered by this LOU Continuing faculty hired prior to June 30, 2001</u>	<u>Studio</u>	<u>Seniority Date</u>
Lawson, David	Clay	1-Sep-91
Innwood, Robert	Core	1-Sep-92
Lynn, Tom	Metal	4-Sep-92
Graham, Garry	Clay	1-Sep-93
Tchir, Maggie	Fibre	1-Sep-93
Nagley-Stevenson, Pamela	Clay	1-Sep-93
Anderson, Courtney	Core	1-Sep-94
Lynn, Lou	Core	1-Sep-94
White, Laura	Jewelley	11-Jan-95
Werth, Angelika	Fibre	1-Sep-95
Leavitt, Gene	Core	5-Nov-96
Kleine, Dennis	Metal	15-Sep-97
Armstrong, Dan	Metal	14-Jan-98
Andrews, Deborah	Core	4-Sep-98
LeFebour, Susan	Jewelley	1-Sep-99
Flemming, Renate	Core	1-Sep-99
Lee, Marilyn	Fibre	1-Sep-00

Continuing faculty hired after June 30, 2001 Studio Seniority Date

Patterson, Krista	Jewelley	2-Sep-03
VanderGaast, Coby	Fibre	1-Sep-05
Dupas, Pauline	Jewelley	4-Sep-05
Kratz, Kevin	Metal	1-Sep-05

Version 3.4 - September 2006 - March 2013

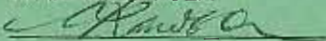
On behalf of Selkirk College



On behalf of SCFA



On behalf of PSEA



Date: March 8, 2013

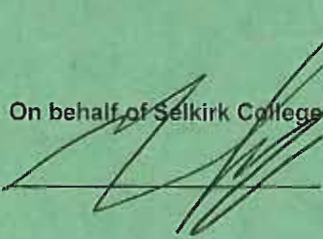
Appendix B

Instructional staff covered by this LOU

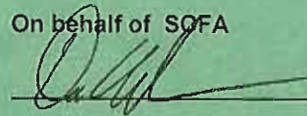
Continuing faculty on layoff notice	Studio	Seniority Date	Last date worked	End of recall period
Cooper, John	Mixed media/Core	1-Sep-94	30-Apr-01	29-Apr-06
Dell, Christina	Clay	1-Sep-97	30-Apr-02	29-Apr-07
Glenn Miller, Almeida	Writing	1-Sep-98	30-Apr-02	29-Apr-07
Relkoff, Verna	Writing	1-Sep-91	30-Apr-02	29-Apr-07
Smith, Natahsa	Core	20-Sep-00	30-Apr-02	29-Apr-07
Stefan, Nadine	Core	20-Sep-00	30-Apr-02	29-Apr-07
Verigin, Kathy	Writing	1-Sep-98	30-Apr-02	29-Apr-07
Wayman, Tom E.	Writing	1-Sep-99	30-Apr-01	29-Apr-06
Corkery, Bridget	Mixed media	1-Sep-97	30-Apr-03	29-Apr-08
Elzinga, Boukje	Mixed media/Core	2-Sep-97	30-Apr-03	29-Apr-08
Ward, Teri	Core	26-Feb-99	30-Apr-03	29-Apr-08
Dobie, David	Wood	1-Sep-98	30-Apr-04	29-Apr-09
Johnston, Ian	Wood	Sep-00	30-Apr-05	29-Apr-10
Peabody, Debbie	Core	Feb-99	30-Apr-02	29-Apr-07
Tyler, Hoge	Wood	25-Nov-1997	30-Apr-05	29-Apr-10
Galonski, Peter	Wood/Metal	1-Aug-98	30-Apr-05	29-Apr-10

Version 2—19 June 2006

On behalf of Selkirk College



On behalf of SQFA



On behalf of PSEA



Date: March 8 2013

SCFA and Selkirk College
Agreed Language
March 8, 2013

Time: 1330 H2K.

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.

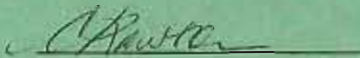
On behalf of Selkirk College



On behalf of SCFA



On behalf of PSEA



Date:

March 8, 2013

LETTER OF UNDERSTANDING #1:

COMMON AGREEMENT

The parties acknowledge that they have ratified, and are bound by, the terms and conditions of the Common Agreement that covers the period April 1, 2007 to March 31, 2010.

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

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

COMMON AGREEMENT

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

2012 COMPENSATION TEMPLATE AGREEMENT

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

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

The parties agree that the SCFA Common PD Review Committee (equal representation from the Association and Employer) will be tasked with amending the document entitled "Terms of Reference Common PD Fund – SCFA". The amended Terms of Reference will be submitted to the Labour Management Committee for review and approval and will then govern the administration and distribution of the Common PD funds in accordance with the stipulations of the Compensation Template Agreement.

On behalf of Selkirk College



On behalf of PSEA



On behalf of SCFA



Date: April 29, 2013

LETTER OF UNDERSTANDING #3 ASSOCIATION RELEASE TIME COSTING

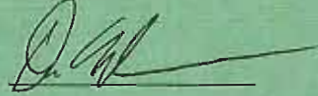
The College and Association agree that:

1. As per Article 3.5.2 of the Common Agreement, the College will contribute 25% of one full-time equivalent Step 1, Faculty Scale per annum towards Association release time to be deducted from the replacement costs described in 2 below.
2. As per Article 3.5.3 of the Common Agreement, the Association will reimburse the College for any additional release time provided in Accordance with the following principles:
 - 2.1.1 The Association will notify the President of the required release by May 1st.
 - 2.1.2 The College will invoice the Association for replacement costs by November 30th of the same year.
 - 2.1.3 In all cases, the replacement salary cost will be the salary tied to Step 4 of salary scale.
 - 2.1.4 If the replacement person is annualized or regularized, the replacement cost is agreed to be the Step 4 salary and benefit costs for 12 months.
 - 2.1.5 If the replacement person is on a short-term contract, 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 contracts.
 - 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. The principles of this agreement will apply to the replacement costs for 2005-2006 and beyond, through March 31, 2010.
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, 2010, 2014. At this time the process and calculations will be reviewed by each party.

On behalf of Selkirk College



On behalf of SCFA



On behalf of PSEA



Date: March 4, 2013

LETTER OF UNDERTANDING

BETWEEN

SELKIRK COLLEGE

AND

SELKIRK COLLEGE FACULTY ASSOCIATION

RE: JOINT COMMITTEE ON WORKLOAD REVIEW

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

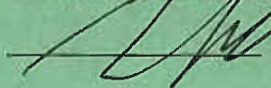
- a) The Committee shall be comprised of three (3) representatives appointed by the College and three (3) representatives appointed by the Association. Either party may invite a maximum of two (2) other individuals to any of the meetings to provide information to the Committee .
- b) The Committee shall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

Each party will report back to their constituent groups on the discussions.

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

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

On behalf of Selkirk College



On behalf of SCFA



On behalf of PSEA



Date: April 30 2013

Selkirk College and SCFA

Agreed Language

Date: MAY 1 2013

Time: 1200 HRS

Renew the following Letters of Understanding:

LOU #2- AMALGAMATION OF THE KOOTENAY SCHOOL OF THE ARTS INSTRUCTIONAL STAFF INTO THE SELKIRK COLLEGE FACULTY ASSOCIATION BARGAINING UNIT.

LOU#4- INDIVIDUAL DELIVERY WORKLOAD CALCULATIONS FOR MUSIC INSTRUCTOR (ART. 8.3.8)

LOU#5- IMPLEMENTATION OF THE SELKIRK COLLEGE ORGANIZATIONAL RESTRUCTURING/REALIGNMENT PLAN

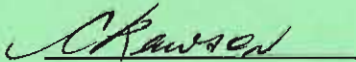
LOU#6- SCHOOL OF UNIVERSITY ARTS AND SCIENCE ENROLMENT MANAGEMENT PILOT PROJECT

LOU #7- REMUNERATION FOR DISTANCE EDUCATION COURSES

On behalf of Selkirk College



On behalf of PSEA



On behalf of SCFA



Date: May 1, 2013

Appendix B

Comprehensive Settlement Package

The following comprehensive package is intended to resolve the remaining outstanding issues between the parties.

4 TERMS OF APPOINTMENT

4.1.1 Initial Probationary Appointment

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

If the evaluation process in the initial probationary period raises reasonable questions of doubt about the suitability of the individual for such an appointment, no further offer of employment shall be made and employment shall cease. ~~In such cases, the provisions of Article 7.7.3 will not apply.~~

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

4.2 Short Term Appointments

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

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

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

4.2.2 Regularization

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

To be eligible for regularization a short-term employee must have worked four (4) consecutive semesters in a two (2) year period, excluding spring/summer semesters, and have filled a position directly funded by the College base profile budget, and have received satisfactory comprehensive evaluations.

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

4.2.4 Rights of short-term employees to regular positions

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

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

4.5 Casual Appointment

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

4.6 School Chairs and Department Heads

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

5 LAYOFF

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

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, or
- (d) 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 (new)

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

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

5.3 Basis for layoff (formerly 5.2)

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

5.4 Layoff sequence (formerly 5.5.1)

When 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

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

5.5.1 Layoff notice for Employees on probationary employees appointments (formerly 5.5.3)

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 employees appointments (formerly 5.5.2)

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

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

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

5.6 Expertise Review (formerly 5.3)

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

Following consultation between the School Chair/~~Department Head~~ and department members, the appropriate Administrator will consult the affected Department Head and he/she will determine the expertise requirements in accordance with Article 1.8 for those disciplines/programs/service groups that could be affected by layoff. In the event that an employee is teaching or working in more than one discipline/program/service group, then the expertise review will be carried out within each discipline/program/service group in which that employee teaches or works.

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

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

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

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

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

It is the responsibility of the member **employee** to initiate this process by submitting written intent to the College to exercise his/her bumping rights and identifying the position(s) he/she wishes to bump into; as per Article 5.4 (b) ~~5.7(b)~~. The College will acknowledge receipt of the submission in writing. Upon acknowledging receipt of the application, the College will notify the Dean of the targeted area, the member(s) in the targeted position(s), and the SCFA of the initiation of an expertise review.

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

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

The committee to review the application will consist of:

- the Dean of the targeted area,
- the School Chair ~~or 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 he/she is unavailable, the Chair of the Admissions & Standards or Education Council will be considered.

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

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

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

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

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

The College will notify the member who initiated the process in writing of its decision. In the event that a member employee disputes the outcome of the expertise review, he/she has the right to grieve the process under the terms of the SCFA Collective Agreement in accordance with the timelines established by the Joint Labor-Management Committee.

5.7 Asserting seniority rights and bumping (formerly 5.4)

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

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

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

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

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

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

5.8 Written notices

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

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

5.8 Interaction of Seniority Classifications (formerly 5.6)

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

In all cases, the member 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 (formerly 5.7 incorporates language agreed to on March 8, 2013 which was from last paragraph of 18.3 and corrects typo in the word contact and changes Employer to College and Union to Association)

The College shall send a copy of the posting to laid off employees will inform employees on layoff who are eligible for recall pursuant to Article 5.9, of any vacancies within the bargaining unit to provide him

or her the opportunity to demonstrate expertise for the position. It is the responsibility of the employee to provide the College with his or her current ~~mailing address~~ **contact information.**

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

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

5.10 Employee Recall and Severance Refund (formerly last two paragraphs of 5.5.2)

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

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

5.11 Access to College services for laid-off employees (formerly 5.9)

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.

7 EMPLOYEE EVALUATION

PURPOSE

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

DEFINITIONS

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

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

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

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

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

"Corrective Probatation" is the period of time following a second unsatisfactory comprehensive evaluation as per Article 7.8.4(ii), during which time the employee may make the necessary adjustments to achieve a satisfactory comprehensive evaluation 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 Meeting to discuss performance problems Informal Process

Whenever the appropriate School Chair/Department Head/Supervisor perceives that there is a problem identifies a concern(s) with an employee's performance, he/she will meet with the employee to discuss the concern(s) situation and to help the employee develop strategies to improve performance address them. If this meeting may be the basis of future disciplinary action, the employee will be advised of his or her rights to union representation as per Article 3.5.

7.2 Joint Evaluation Committee (formerly 7.6)

A joint Selkirk College Faculty Association/Management Evaluation Committee will develop and review evaluation forms and procedures related to performance evaluation. ~~of faculty.~~ 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 Academic and Student Development Education and Students for approval, the committee will consult with the Institutional Research office, which is responsible for managing the process of faculty student evaluation of instruction.

7.3 Evaluation records (formerly 7.2)

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

7.4 General categories included in evaluation (formerly 7.3)

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

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

7.5 ~~Appraisals~~ Yearly Reviews (formerly 7.4 and moved first sentence from former 7.4.1)

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

7.5.1 ~~Categories included in appraisals~~ – Sources of Data for Yearly Reviews (formerly 7.4)

For the purpose of this agreement an appraisal will consist of a brief document that includes the following categories:

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** other categories, such as departmental specific certifications/requirements, if any, approved by the joint SCFA/Management Evaluation Committee specified in Article 7.6

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 **on a regularly scheduled basis 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 summaries of instruction, **where applicable**
- (b) **employee's self-evaluation.**
- (c) **School Chair/Supervisor's evaluation**
- (d) professional development activities **and assigned duties, where applicable**
- (e) other categories, such as departmental specific certifications/requirements, **sources recommended** if any, approved by the joint SCFA/Management Evaluation Committee **and approved by the Vice President, Education and Students** as specified in Article ~~7.6~~ **7.2**

7.6.2 Possible outcomes of an Appraisal

Possible outcomes of an appraisal are:

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

~~7.7 Comprehensive Evaluation Data~~ **Comprehensive Evaluations** *(formerly part of 7.5 re-organized and first sentence of 7.5.1)*

The College will conduct comprehensive evaluations on all employees on a scheduled basis. **The procedures for these evaluations are as described in aArticle 7.8. It is the responsibility of the appropriate School Chair/Department Head/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 ~~Comprehensive Evaluation Data~~ **Sources of Data for a Comprehensive Evaluation** *(formerly 7.5)*

~~The College will conduct comprehensive evaluations on all employees on a scheduled basis. The Dean or Administrator or an employee has the right to request a comprehensive evaluation at any time. For the purpose of this agreement a comprehensive evaluation will consist of a document that will include the collection of~~ **Only the following sources may be used in a comprehensive evaluation:**

- a) summary of the appraisal where appropriate.
- b) summaries of the discussions from yearly reviews, that the employee may have requested to place on his or her file**
- c) the employee's self-evaluation.
- d) Department Head/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 approved recommended by the joint SCFA/Management Evaluation Committee and approved by the Vice President, Education and Students as per Article 7.2, such as peer/associate review.**

7.7.2 Possible outcomes of a ~~C~~omprehensive ~~E~~valuation (formerly 7.5.1)

Possible outcomes of a comprehensive evaluation are;

a) ~~S~~satisfactory ~~P~~performance. No further action required.

b) ~~satisfactory performance. Further action recommended.~~

e) ~~U~~nsatisfactory ~~P~~performance. The following are the consequences of an unsatisfactory comprehensive evaluation by type of **employee** appointment **category**.

i) ~~—~~ No further contract offered (short-term contract)

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.

ii) ~~—~~ Non-renewal of contract (initial probation)

Initial probationary appointment:

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

iii) ~~—~~ At least once of the following further actions is required, but iii, iv,v, vi, vii and viii must all be carried out, in sequence for regular continuous employees;

Continuous appointment

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

7.8 Evaluation Procedures

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

7.8.1 Short-~~t~~Term Employees (formerly 7.7.1)

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

~~Short-tTerm~~ employees shall have an appraisal at the end of the first semester and a comprehensive evaluation after **prior to** the completion of the second semester worked. If the comprehensive evaluation shows that the employee's performance is satisfactory, the employee will have an appraisal on an annual basis ~~until their satisfactory completion of the comprehensive evaluation done after their 4th year.~~ **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 contract.

~~After the 4th year, if an employee is offered a regular contract, he/she will be evaluated as per Article 7.7.3.~~

7.8.2 Regular Employees – Initial Evaluation Cycle (formerly 7.7.2)

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, ~~and a comprehensive evaluation after completion of the second semester worked.~~

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

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

If, ~~at the end of the one-year probationary period,~~ the comprehensive evaluation shows that the employee's performance is satisfactory, the employee will receive a continuous appointment as per Article 4.1.2 ~~have an appraisal at the end of their 2nd and 3rd years, and a comprehensive after the 4th year.~~ Thereafter, employees will be evaluated in accordance with Article ~~7.7.3~~ 7.8.3.

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

7.8.3 Regular Employees – Continuing Evaluation Cycle (formerly 7.7.3)

Upon successful completion of the initial evaluation cycle provided for under 7.8.2, all ~~continuous~~ regular continuous employees thereafter will receive an appraisal in the third year after their last comprehensive evaluation, followed by an appraisal and comprehensive evaluation in the fifth year. a yearly review on an annual basis and every fifth year a comprehensive evaluation. ~~This procedure will be on-going unless the right of the employee or the Dean or Administrator to request a comprehensive evaluation (as per 7.5) is invoked.~~

7.8.4 Post-probation Unsatisfactory Evaluation (formerly 7.7.4 and from 7.5. c) Will need to be renumbered.

If ~~the~~ a regular continuous employee's appraisal ~~or~~ 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 still 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 (only when the Fourth Comprehensive Evaluation is still unsatisfactory)

An action plan will be created and implemented (~~as per Article 7: definitions~~). The College and the employee will document the level of improvement necessary to reach acceptable standards. The College will provide four (4) ~~months of assigned duty~~ to allow the employee to reach the acceptable standards. During these four months or longer as determined by the College, the employee will receive appraisals feedback on a regular basis from the Dean or Administrator on progress being made to reach the acceptable levels of performance.

If the subsequent 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 that require improvement. The employee will receive appraisals 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 the 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. ~~If the employee is currently in the initial evaluation cycle, they will return to the same position in the cycle. If the employee is currently in the on-going cycle, the comprehensive will be equivalent to the comprehensive performed at the end of the cycle~~ and return to the continuing evaluation cycle as per Article 7.8.3

If the third comprehensive evaluation is unsatisfactory the corrective probationary period will continue. If the fourth final comprehensive evaluation at 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 double registered mail.

Failure by the College to notify the employee ~~within the time specified above~~ 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.

~~Chairs and Department Heads are evaluated after completion of their first year in the position, and again six months prior to the end of their three-year term. Chairs and Department Heads who continue into subsequent terms will be evaluated six months prior to the end of their appointments.~~

7.9 Break in Service (formerly 7.7.5)

If an employee is away from the College for two years or less, the employee will resume the evaluation cycle where he/she left off. If the break in service is in excess of 2 years, the employee will have a comprehensive evaluation at the end of their first year after returning to work, and then resume the evaluation cycle as per 7.7.3.

7.10 School Chairs and Department Heads (formerly 7.7.6)

School Chairs and Department Heads are given a comprehensive ~~evaluated~~ evaluation after 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 and Department Heads who continue into subsequent terms will be evaluated have a comprehensive evaluation ~~six months prior to the end of their appointments.~~ have a yearly review on an annual basis and every fifth year a comprehensive evaluation.

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

7.11 Appeal of evaluation Grievances (formerly 7.8)

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

7.12 Removal of evaluation material from employee's file (formerly 7.9)

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

7.13 Removal of disciplinary letters on employee personnel file (formerly 7.10)

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

8 CONDITIONS OF EMPLOYMENT

8.8.3 Laboratories

The College's proposal of March 5, 2013 is withdrawn. The matter will be referred to the Joint Workload Review Committee.

ARTICLE 23 - Schedule C: Stipends

	April 1, 2010 to March 31, 2012
School Chairs and Department Heads	\$360.28
Coordinators	\$180.70

MEMORANDUM OF AGREEMENT ON THE PAYMENT OF THE COORDINATOR STIPEND

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

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

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

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

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

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

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

THAT the review established in the 2007-2010 Memorandum of Agreement will incorporate the Employer's March 5, 2013 proposals on Letter of Understanding #5, Articles 14.1 and 23 Schedule C; and

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

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

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

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

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

Re: Letter of Understanding #4 – Individual Instruction Delivery Workload Calculations for Music Instructors (Article 8.3.8)

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

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

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

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

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

Re: Implementation of the new Article 7 Employee Evaluation process

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

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

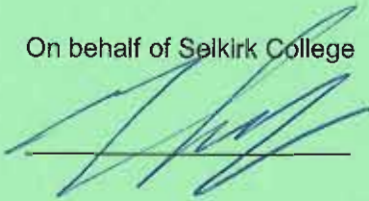
- Researching best practice with respect to student evaluation of instruction,
- Researching best practice with respect to peer review,
- Developing processes, forms and procedures associated with the new plan and making recommendations to the VP Education and Students
- Assisting with the launch of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

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

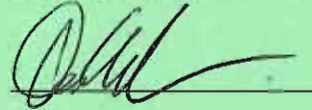
Prior to making recommendations to the VP Education and Students, the Committee will present its recommendations to the Labour Management Committee established by the College and Association pursuant to the Labour Relations Code.

Once the tasks assigned to the joint evaluation committee as outlined in this implementation process conclude the joint evaluation committee's role will revert to the role identified in Article 7.2. Once the recommendations of the joint evaluation committee are received by the VP Education and Students the role of the VP Education and Students will revert to the role identified in Article 7.2.

On behalf of Selkirk College



On behalf of SCFA



On behalf of PSEA



Date: May 1, 2013

Appendix C

2012 FPSE Compensation Template Table" signed on February 2, 2013.

Memorandum of Agreement

Local Agreement

Between

Selkirk College Faculty Association

And

Selkirk College

For the term of April 1, 2007 – March 31, 2010

The following memorandum of agreement shall form the basis for the renewed collective agreement between the above noted parties.

1. The parties agree to include all items already green-sheeted between the parties at the sectoral table.
2. The parties agree to include all items green-sheeted between the parties at the local table.
3. All other items in the current collective agreement not changed during this round of negotiations will be rolled over into the new agreement.
4. The parties agree that the issue of initial placement on scale will be dealt with through College policy. A College-wide ad hoc Committee, including Union representation, will be struck to develop a draft policy and implementation tools to be approved through the normal College policy approval process.
5. The parties agree to not renew LOU #1 – Letter of Intent – Job Security; LOU #2 Child Care Expenses and let LOU # 7 Aviation Program - Flying/Simulator Instruction.
6. The parties agree to renew LOU #9 Music Instruction.
7. The parties agree to the deletion of Schedule F – Distance Learning from the local agreement and substitute the agreed to LOU titled Remuneration for Distance Learning Courses.

8. The parties agree to refer LOU #8 – Restructuring/Realignment Plan to the Labour Management Committee. The Labour Management Committee will review and extract from the LOU those elements that are still relevant, for the purpose of incorporating them into the next collective agreement.
9. The parties agree to refer the discussion of the Employment Insurance Premium Reduction to the Labour Management Committee.
10. The parties agree to have as an agenda item for the Labour Management Committee a discussion regarding the possible establishment of a College-wide Academic Freedom Policy.
11. The parties agree that time spent by Selkirk College Faculty Association members doing Occupational Health and Safety work for the local committee will be considered part of their assigned duty as described in the amended article 8.2.2 Workload Assignments.

The employer also commits to insuring that the local OH&S committee meetings will be scheduled at a time that is most convenient for all members, taking into account the teaching responsibilities of faculty members.

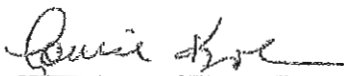
Finally, the parties agree that the chair of the committee will not be appointed by the employer, but elected by the committee members as is contemplated in the OH&S Regulations.

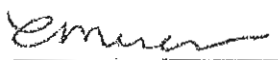
12. The parties mutually agree to remove all outstanding bargaining demands from the table.

The undersigned parties agree to recommend ratification of this memorandum of agreement to their respective principals.

Signed by the parties at Castlegar, BC on ^{March}~~February~~ 6, 2007

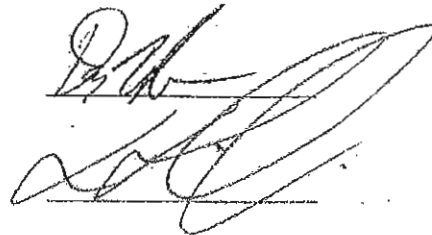
For the College







For the Union



LETTER OF AGREEMENT

between

SELKIRK COLLEGE

(the "Employer")

and

SELKIRK COLLEGE FACULTY ASSOCIATION

(the "Union")

Re: Article 9.8.1 – Pension Buy Back

The Employer and the Union acknowledge that the recent Memorandum of Agreement renewing the 2010-12 Collective Agreement between the parties contained an error with respect to an amendment to Article 9.8.1 – Pension Buy Back. The employer and the union agree that the green sheet should have read as follows:

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

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

- ~~1. All calculations will be determined on an individual basis at the time of the buy back.~~
- ~~2. The present three year buy back maximum for the employer buy back portion will be increased by using all savings generated in 1 above such that the total cost to the employer is no greater than it would have been under the old buy back provisions.~~


- ~~3. The employer will not in any case contribute to the purchase of more years than the employee.~~
- ~~4. The current purchase rules require the purchase of the most recent eligible years first.~~
- ~~5. Buy back will be possible within a five year window under the terms set out by the College Pension Board Trustees.~~

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

The Employer and the Union agree that the green sheet signed on 2013/03/07 has no effect and that Article 9.8.1 will be amended in the 2012-14 Collective Agreement as set out in this Letter of Understanding.

Date: 2013/06/14

For the Employer



For the Union

February 2, 2013

2012 – FPSE COMPENSATION TEMPLATE TABLE

between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")
representing those employer-members participating in the
2012 FPSE Compensation Template Table

("the Employers")

and

FEDERATION OF POST-SECONDARY EDUCATORS OF BC ("FPSE")
representing those of its local unions participating (and whose employers are participating) in the 2012
FPSE Compensation Template Table

(FPSE locals referred to as "the Unions")

All changes to existing language are indicated by bold text and / or strikethrough where required for clarity.

The parties listed in Schedule "1" have agreed that the following items will form part of the Memorandum of Agreement between them for the renewal of the local parties' collective agreements that expired in 2012. The parties agree to recommend this template to their respective principals.

All of the terms of the local collective agreements that expired in 2012 continue except as specifically varied below and by the other additions, deletions and/or amendments agreed to during local bargaining.


1. Article 2 – Harassment

- (a) Effective the date of ratification, the Employers and the Unions agree to amend Article 2.1 of their respective Common Agreement as follows:

"2.1 Statement of Commitment

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

Unions and employers are committed to providing a working and learning environment that allows for full and free participation of all members of the institutional community. Harassment



undermines these objectives and violates the fundamental rights, personal dignity and integrity of individuals or groups of individuals. Harassment is a serious offence that may be cause for disciplinary sanctions including, where appropriate, dismissal or expulsion.

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

The employer will offer educational and training programs designed to prevent harassment and to support the administration of the institutional policies and to ensure that all members of the institutional community are aware of their responsibility with respect to the policy. **The Unions and Employers agree that attendance is required and will take place during compensated work time.**"

(b) **New – Letter of Understanding – Harassment Investigators**

Effective the date of ratification of the local parties' Memorandum of Agreement, the Employers and the Unions agree to the Letter of Understanding – Harassment Investigators which is attached to this template as Schedule "2".

2. BC Provincial PharmaCare Formulary

While not to be included in the local parties' collective agreements, FPSE and PSEA agree to continue the discussions and investigation of the BC Provincial Fair PharmaCare Formulary.

3. New – Letter of Understanding – Expedited Arbitration

Effective the date of ratification of the local parties' Memorandum of Agreement, the Employers and the Unions agree to the Letter of Understanding – Expedited Arbitration which is attached to this template as Schedule "3".

4. Article 13 – Effect of This Agreement

Effective the date of ratification, the Employers and the Unions agree to add the following to Article 13.3 of their respective Common Agreement:

"Letter of Understanding – Expedited Arbitration"

5. **Article 16 – Common Faculty Professional Development Fund**

Effective the date of ratification, the Employers and the Unions agree to amend Article 16.3.2 of their respective Common Agreement as follows:

“16.3.2 Any monies in the Fund not spent at the end of ~~one~~ any fiscal year shall be retained by the employer. ~~carried forward to the following fiscal year~~”

6. **Article 17 - Term**

Effective the date of ratification, the Employers and the Unions agree to amend Article 17 of their respective Common Agreement as follows:

“This Agreement shall be in effect from April 1, ~~2010~~ 2012 to March 31, ~~2012~~ 2014, and shall continue in force until the renewal of this Agreement.”

7. **Letter of Understanding 4 – Respectful Working Environment**

Effective the date of ratification of the local parties' Memorandum of Agreement, the Employers and the Unions agree to amend the Letter of Understanding 4 – Respectful Working Environment of their respective Common Agreement as attached to this template as Schedule “4”:

8. **Nicola Valley Institute of Technology**

- a) Effective the date of ratification of the local parties' Memorandum of Agreement, the Nicola Valley Institute of Technology and the Nicola Valley Institute of Technology Employees' Association (FPSE Local 19) agree to the “2010 – Faculty Common Table” Settlement which is attached to this template as Schedule “6”.
- b) Effective the date of ratification of the local parties' Memorandum of Agreement, the Employers and the Unions agree to amend the Letter of Understanding 5 – Variant Applications of Common Agreement Provisions to the NVIT Parties which is attached to this template as Schedule “5”.

9. **Article 12 – Salaries**

Effective the date of ratification of the local parties' Memorandum of Agreement, the Employers and the Unions agree to amend Article 12 of their respective Common Agreement as follows:

(a) “12.1 Provincial Salary Scale

The Provincial Salary Scale is attached as Appendix A.



- (a) Effective January 1, 2013, all annual rates of pay in Appendix A of the collective agreement which were in effect on December 31, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
- (b) Effective April 1, 2013, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
- (c) Effective September 1, 2013 or the date of tentative settlement of the local parties' Memorandum of Agreement (whichever is later), all annual rates of pay in Appendix A of the collective agreement which were in effect on August 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
- (d) Effective January 01, 2014, all annual rates of pay in Appendix A of the collective agreement which were in effect on December 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar."

The general wage increases listed above are reflected in the revised Provincial Salary Scale which is referenced in Appendix "A" of this template.

(b) "12.2 Secondary Scale Adjustment

12.2.1 Effective January 1, 2013, all steps on secondary scales which were in effect December 31, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

12.2.2 Effective April 1, 2013, all steps on secondary scales which were in effect on March 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

12.2.3 Effective September 1, 2013 or the date of tentative settlement of the local parties' Memorandum of Agreement (whichever is later), all steps on secondary scales which were in effect on August 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

12.2.4 Effective January 1, 2014, all steps on secondary scales which were in effect on December 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

12.2.5 Despite Article 12.2.1, above, local parties may elect to revise secondary scales to the extent possible within a weighted average of the salary increases specified in Article 12.2.1."

(c) "12.6 Faculty Administrative Stipends

Stipends currently in place for faculty administrative positions that are occupied by employees covered by this Agreement shall be increased as follows:

- a) 12.6.1 Effective January 1, 2013, by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- b) 12.6.2 Effective April 1, 2013, by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- c) 12.6.3 Effective September 1, 2013 or the date of tentative settlement of the local parties' Memorandum of Agreement (whichever is later), by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- d) 12.6.4 Effective January 1, 2014, by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable."

10. Sectoral Non-regular Research Project

While not to be included in the local parties' collective agreements, PSEA agrees to assist FPSE in the collection of data from the HRDB and PSEA member institutions regarding non-regular faculty. This data may also be used by FPSE to make recommendations to the HRDB Steering Committee regarding new data elements relating to non-regular faculty. This agreement will expire on March 31, 2014.

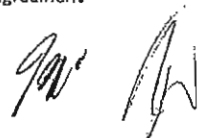
11. Northwest Community College

The Northwest Community College and the Academic Workers' Union (FPSE Local 11) agree that the tentative agreement which renews the 2007-2010 collective agreement will be submitted for ratification prior to submitting the memorandum of agreement which includes this template agreement for ratification.

12. Housekeeping

Effective the date of ratification of the local parties' Memorandum of Agreement, the Employers and the Unions agree to the following housekeeping amendments to their respective Common Agreement:

- (a) the parties by mutual agreement, agree to delete old effective dates throughout their respective Common Agreement where they no longer carry any effect;
- (b) renew LOU 1: JADRC;
- (c) renew LOU 2: Employee Security and Regularization;
- (d) renew LOU 3: Partial Sick Leave and Partial Disability Benefits;
- (e) renew LOU 6: 2001 Local Negotiations;
- (f) renew LOU 7: Salary Stipend;



(g) any other housekeeping items mutually agreed to during the drafting of the agreement.

The date of ratification will be the date the parties to a local agreement conclude the ratification of their Memorandum of Agreement which includes the FPSE Compensation Template. The ratification process includes ratification by the PSEA Board of Directors.

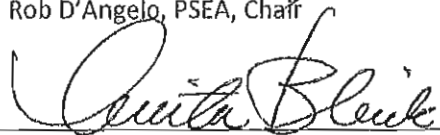
All proposals not contained in this Memorandum are considered withdrawn without prejudice.

Signed by the parties at Vancouver, British Columbia, on the 2nd day of February, 2013.

FOR THE PARTICIPATING EMPLOYERS:




Rob D'Angelo, PSEA, Chair

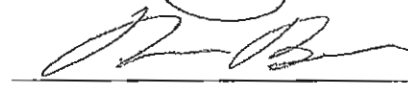


Anita Bleick, PSEA, CEO

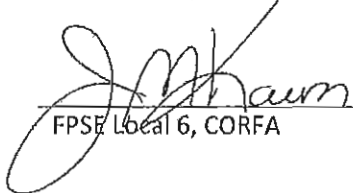
FOR THE PARTICIPATING UNIONS:



FPSE Local 3, FACNC




FPSE Local 4, DCFA




FPSE Local 6, CORFA

FPSE Local 9, OCFA



FPSE Local 10, SCFA



FPSE Local 11, AWU



FPSE Local 12, CCFA

Karen Shortt

FPSE Local 15, VCCFA

[Handwritten Signature]

FPSE Local 16, NICFA

FPSE Local 19, NVITEA

SCHEDULE 1

Parties

- Camosun College / Camosun College Faculty Association (FPSE Local 12)
- College of New Caledonia / Faculty Association of the College of New Caledonia (FPSE Local 3)
- College of the Rockies/ College of the Rockies Faculty Association (FPSE Local 6)
- Douglas College / Douglas College Faculty Association (FPSE Local 4)
- Nicola Valley Institute of Technology / Nicola Valley Institute of Technology Employees' Association (FPSE Local 19)
- North Island College / North Island College Faculty Association (FPSE Local 16)
- Northwest Community College / Academic Workers' Union (FPSE Local 11)
- Okanagan College / Okanagan College Faculty Association (FPSE Local 9)
- Selkirk College / Selkirk College Faculty Association (FPSE Local 10)
- Vancouver Community College / Vancouver Community College Faculty Association (FPSE Local 15)

SCHEDULE 2

LETTER OF UNDERSTANDING

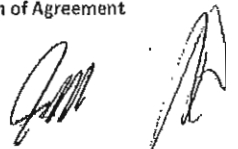
Re: Harassment Investigators

The parties will form a committee consisting of not more than three (3) members appointed by FPSE, and an equal number of management appointments to discuss the skills and abilities required of harassment investigators. Specifically the committee will discuss the training and/or experience required for individuals to be added to the list of investigators in Appendix B of the Common Agreement.

Where the parties mutually agree, individuals completing the approved training program will be added to the list of investigators. These individuals will be the first called for investigations in accordance with their areas of expertise, knowledge, and experience.

The Committee shall begin meeting by May 1, 2013 and complete their duties by June 30, 2013.

The committee will make recommendations to their principals. Any recommendations to be adopted by the parties are subject to ratification by the parties' principals.

Two handwritten signatures in black ink, one appearing to be 'JMM' and the other a stylized 'A'.

SCHEDULE 3

LETTER OF UNDERSTANDING

Re: Expedited Arbitration

Effective the date of ratification, the parties agree that the following expedited arbitration process will be used for the resolution of grievances:

1. Expedited Arbitrations

Where a difference arises at an institution relating to the interpretation, application or administration of a local agreement, including where an allegation is made that a term or condition of a local agreement has been violated, either of the local parties may, after exhausting the steps of the grievance procedure under the local agreement, notify the other local party within ten (10) calendar days of receipt of the last grievance step reply, of its desire to arbitrate and to submit the difference or allegation to expedited arbitration before a single arbitrator.

2. Issues for Expedited Arbitration

- (a) All grievances except those relating to the following shall be resolved by expedited arbitration:
- i. Dismissals;
 - ii. Suspensions in excess of five (5) working days;
 - iii. Policy grievances;
 - iv. Grievances requiring substantial interpretation of a provision of the collective agreement;
 - v. Grievances requiring the presentation of extrinsic evidence;
 - vi. Grievances where a local party intends to raise a preliminary objection;
 - vii. Grievances arising from the duty to accommodate; and
 - viii. Grievances arising from the interpretation, application and administration of the Common Agreement, including but not limited to, the application of Article 13.1 of the Common Agreement.
- (b) Those grievances not suitable for resolution at expedited arbitration, as listed under section 2 (a) above, may be referred to arbitration under the provisions of the local agreement.
- (c) By mutual agreement, a grievance falling into any of the categories as listed under section 2 (a) above, may be placed into the expedited arbitration process.

3. Expedited Arbitrators

The following arbitrators shall be selected on the basis of the person who is available to hear the grievance within ten (10) calendar days of appointment, on a rotating basis.

- Kate Young
- Colin Taylor
- John Hall
- Mark Brown
- Marguerite Jackson
- Joan Gordon

If none of the listed arbitrators is available within ten (10) days, the local parties shall agree to another arbitrator who is available within ten (10) days of appointment.

4. Process

As the process is intended to be expedited, lawyers shall not be retained to represent either local party. This does not preclude either local party from using staff who may be lawyers.

5. Agreed Statement of Facts

The local parties shall develop an agreed statement of facts and shall exchange reliance documents prior to the hearing. Disclosure of relevant or potentially relevant documents is a mutual and ongoing obligation before and during the particular hearing.

6. Written Submission

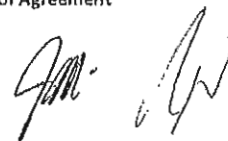
By mutual agreement, written submissions may be used in place of a hearing. Submissions shall be in standard format and will not be more than ten (10) pages long.

7. Procedure

All presentations shall be short and concise and are to include a comprehensive opening statement. The local parties shall make limited use of authorities during their presentations.

8. Mediation

- a) Prior to rendering a decision, the arbitrator may assist the local parties in mediating a resolution to the grievance.
- b) Where mediation fails or is not appropriate in the opinion of the arbitrator, a decision shall be rendered as contemplated herein.



9. Issuance of Decision

The decision of the arbitrator is to be completed on the agreed form and mailed to the local parties within three (3) working days of the hearing.

10. Status of the Decision

- a) All decisions, including mediated settlements, under this expedited arbitration process are limited in application to the particular dispute and are without prejudice. The decisions shall have no precedential value and shall not be referred to in any subsequent proceeding. The expedited arbitrators shall include statements to this effect at the beginning of their decision.
- b) All settlements of proposed expedited arbitration cases made prior to an expedited hearing are also without prejudice and have no precedential value.
- c) The decision or award, including mediated settlements, is final, binding, and conclusive. It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
- d) Should the local parties disagree as to the meaning of the decision or award, including mediated settlements, either party may request that the arbitrator clarify the decision.

11. Costs

- a) The local parties shall equally share in the costs of the fees and expenses of the expedited arbitrator.
- b) Hearings shall be conducted at the institution or at the offices of the local union where possible to minimize costs.

12. Authority of Arbitrator

The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions under the *Labour Relations Code*.

SCHEDULE 4

LETTER OF UNDERSTANDING 4

RESPECTFUL WORKING ENVIRONMENT

1. Preamble

The parties recognize that mutual understanding and respect are fundamental to achieving a collaborative and positive working relationship, which is the cornerstone of an effective environment in which employers and employees work.

The parties further recognize that certain types of conduct, such as inappropriate behaviour, interpersonal conflict and bullying in the workplace may be inappropriate create barriers to these objectives and result in both financial and relational costs.

Examples of financial costs include, but are not limited to increased sick leave usage, increased short term and long term disability leaves, workers' compensation claims, decreased levels of performance, and the costs associated with investigations, grievances, mediations, arbitrations, and human rights complaints as well as recruitment and retention costs.

Examples of relational costs include, but are not limited to, the loss of personal dignity as well as the loss of both trust and respect for individuals and the institution.

2. Mandate

Further to Article 2 - Harassment, the parties agree that, in addition to the educational and training programs currently offered by the employer, they local parties, where mutually agreeable, may develop joint initiatives to inform and train employees and will:

(a) jointly develop and offer mandatory educational and training programs at each institution, designed to:

- (i) the identification and reduction of enhance understanding of inappropriate interpersonal conflict and bullying, and the effects thereof in the workplace;
the effects of mental health issues in the workplace, and
- (ii) ensure that all members of the institutional community are aware of their resources and responsibilities with respect to interpersonal conflict and bullying; and
- (iii) actively promote the development and maintenance of a respectful workplace environment.



(b) review local and common collective agreement language with the goal of standardizing the harassment language and harmonizing procedures across the post-secondary sector.

3. Committee Timelines

The Committee established under the Letter of Understanding re: Harassment Investigators will be used for this purpose. The dates for the Committee to begin meeting and to complete their duties under that Letter of Understanding will also apply, but may be extended by mutual agreement.

3. Local Joint Process

~~The Parties agree that the local parties may establish a local joint process, including a joint committee, to inform and train employees and to enhance understanding on the matters specified in Section 2 above.~~

4. Expiry of this Letter

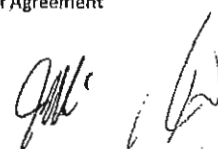
~~This Letter of Understanding is in effect for the term of the Common Agreement commencing April 1, 2010, unless otherwise agreed by the Parties."~~

SCHEDULE 5

LETTER OF UNDERSTANDING 5

VARIANT APPLICATIONS OF COMMON AGREEMENT PROVISIONS TO THE NVIT PARTIES

1. The parties recognize that NVIT is a unique Aboriginal provincial institute with a mandate to teach Aboriginal curriculum, maintain Aboriginal culture, values, and traditions, and accordingly has a preference for hiring Aboriginal employees. Therefore the parties agree that NVIT is subject to the following variations of this agreement:
 - 1.1 The parties agree that Article 3.5.2 Union Leave will be applied in the following way:
 - 1.1.1 NVIT will provide a bank equivalent to one quarter full time equivalent per annum at normal faculty replacement costs as per local Article 35.2.1.5
 - 1.1.2 The bank will be established each April 1st to fund this leave for the upcoming fiscal year.
 - 1.1.3 Subject to employer operational requirements, The NVITEA will request a draw down on the bank and will inform the employer which union member and when the leave is requested. The draw down will be based on replacement costs.
 - 1.1.4 Requests under this Article will not be unreasonably denied.
 - 1.2 The parties agree that Article 6.1 Employee Security and Regularization, and Article 6.5 Contracting Out, does not apply to NVIT. For clarity the parties agree that Articles 6.4 Targeted Labour Adjustment and 6.6 Education Technology/Distributed Learning do apply. The parties agree that Article 6.1 Employee Security and Regularization and Article 6.5 Contracting Out may be opened at the local table.
 - 1.3 The parties agree to include Article 6.2 Program Transfers And Mergers, and Article 6.3 Registry of Laid Off Employees subject to NVIT's continued right to exercise a preference for hiring people of Aboriginal Ancestry.
 - 1.4 The parties agree to a variation of Article 7 Leaves subject to Section 2 below.
 - 1.5 The parties agree to a variation of Article 9 Benefits subject to Sections 3 and 4 below.
2. The Parties agree that NVIT be exempted from Article 7.6 Bereavement Leave and 7.7 Family Illness Leave.



For clarification, the parties agree that local Articles 23.1.1, 23.1.5, 23.1.6, 23.1.7, and 23.5 remain in effect.

The parties agree to include Article 7.12 Exchange Leave, subject to NVIT's continued right to exercise a preference for hiring people of Aboriginal ancestry.

The parties agree that Article 7.11 Public Duties may be applied to public duties that include First Nations governance and Aboriginal community boards.

3. Upon ratification of the local collective agreement Article 9 (Health and Welfare) provisions will come into effect upon the first day of the first month following the fifteenth day after ratification.
4. The parties recognize the employees of NVIT who are "status" as defined in the Indian Act often have health and dental coverage provided by Indian and Northern Affairs Canada (INAC). Those employees who have this coverage may choose to opt out through the signing of a waiver of the health, dental and emergency travel benefits provided by NVIT as part of its benefits plan. Those employees who have INAC coverage and who choose to opt out shall receive 2% of their gross earnings on each paycheque in lieu of benefits.
5. The Parties agree that Article 30.3 of the NVIT local agreement remains in force.
6. ~~The Parties agree that for the term of this agreement, Article 34 (Support Staff Salaries) of the NVIT local agreement remains in force, and that Appendix A (Provincial Salary Scale) of this Agreement does not apply to the NVIT support staff.~~ Support staff salary: The parties agree to the following:
 - a) Effective January 1, 2013, all annual rates of pay in Article 34.1 of the NVIT/NVITEA collective agreement which were in effect on December 31, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
 - b) Effective April 1, 2013, all annual rates of pay in Article 34.1 of the NVIT/NVITEA collective agreement which were in effect on the day preceding shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
 - c) Effective September 1, 2013 or the date of tentative settlement of the local parties' Memorandum of Agreement (whichever is later), all annual rates of pay in Article 34.1 of the NVIT/NVITEA collective agreement which were in effect on the day preceding shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
 - d) Effective January 1, 2014, all annual rates of pay in Article 34.1 of the NVIT/NVITEA collective agreement which were in effect on the day preceding shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.

2010 – Faculty Common Table

SCHEDULE 6

2010 – FACULTY COMMON TABLE

between

POST SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")
representing those employer-members participating in the Faculty Common Table

("the Employers")

and

LOCAL UNIONS WITHIN THE FEDERATION OF POST SECONDARY EDUCATORS ("FPSE")
participating (and whose employers are participating) in the Faculty Common Table,

and

BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES' UNION ("BCGEU")
representing those of its local unions participating (and whose employers are participating) in
the Faculty Common Table

(FPSE and BCGEU together referred to as "the Unions")

The parties have agreed that the following items will form part of the Memorandum of Settlement between them for the Faculty Common Agreement. The parties listed in Appendix A agree to recommend this Memorandum of Agreement to their respective principals.

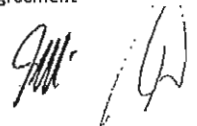
All changes to existing language are indicated by bold, italicized text and / or strikethrough where required for clarity.

All of the terms of the 2007-2010 Faculty Common Agreement continue except as specifically varied below.

1. Protected Grounds – BC Human Rights Code

Effective the date of ratification, the Employers and the Unions agree to amend the final paragraph of Article 2.2.1 Definitions as follows:

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



2. Mediation

Effective the date of ratification, the Employers and the Unions agree to amend Article 2.3.3 as follows:

“2.3.3 Mediation

When a complaint is received by the employer involving an individual covered by this collective agreement, ***whether as a complainant or respondent***, the local parties will initiate a mediation procedure at the bargaining unit level. The mediation process is the recommended avenue of resolution.”

3. Terms of Reference for Investigators

Effective the date of ratification, the Employers and the Unions agree to amend Article 2.3.5 as follows:

“2.3.5 Terms of Reference of the Investigator

- (a) The purpose of the investigator will be to ascertain facts.
- (b) All persons quoted in the investigation will be named by ***code initials-determined by the investigator to preserve confidentiality.***
- (c) The report of the Investigator will be given, in confidence, to the union(s) and the employer. It is the responsibility of the employer to forward a copy of the report to the complainant and the alleged harasser. The employer will state, in a covering letter, that the report is confidential. The report should refer to individuals involved by ***code initials*** only. However, a ***reference*** key will be provided to the employer and the union(s) for internal use. This practice should be repeated at any subsequent arbitral proceeding.”

4. Labour Adjustment Strategies: Workplace Organization

Effective the date of ratification, the Employers and the Unions agree to amend Article 6.4.2.1 by deleting ***“(h) Trial retirement”*** from the list of labour adjustment strategies offered by institutions:

5. Donor Leave

Effective the date of ratification, the Employers and the Unions agree to add a new Article 7.9 to read as follows:

“An employee who is donating bone marrow or an organ is eligible for leave for the purpose of such donation. An employee on such leave may apply for sick leave and/or short-term disability benefits as applicable.”

The current Article 7.9 (Jury Duty and Court Appearances), 7.10 (Public Duties), 7.11 (Exchange Leave), and 7.12 (Deferred Salary Leave) will be re-numbered to follow the new Article 7.9 Donor Leave.

6. Joint Committee on Benefits Administration

Effective the date of ratification, the Employers and the Unions agree to amend Article 9.1.2 by adding a new Article 9.1.2 (e) to read as follows:

“Training for local Joint Rehabilitation Committees.”

7. Joint Rehabilitation Committee (JRC)

Effective the date of ratification, the Employers and the Unions agree to add a new Article 9.3.6 to read as follows:

“Disability benefits plan members shall establish and maintain a Joint Rehabilitation Committee (JRC) with up to two (2) representatives appointed by the Union and up to two (2) representatives appointed by the Employer.

The operation of the JRC is subject to the terms and conditions of the disability benefits plan.”

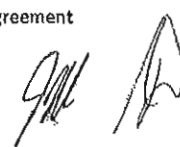
The current Article 9.3.6 will be re-numbered to 9.3.7.

8. Common Faculty Professional Development Fund

Effective the date of ratification, the Employers and the Unions agree to move the content of Letter of Understanding 6: Common Faculty Professional Development Fund into the body of the Faculty Common Agreement as Article 16 to read as follows:

“1. Purpose

- 1.1.1** The Common Faculty Professional Development Fund (“the Fund”) is in support of various types of professional development activities. Such professional development is for the maintenance and development of the faculty members’ professional



competence and effectiveness. The purpose is to assist faculty to remain current and active in their discipline and program. The Fund is not meant to replace any existing development or educational funds.

2. Process

2.1.1 The local parties will mutually agree on a process and criteria for the review and adjudication of employee applications to the Fund. The process will include the recommendation of adjudicated applications to the applicable senior administrator. The senior administrator is responsible for the final approval of applications.

3. Fund

3.1 The Fund will be set at point six of one percent (0.6%) of faculty salary for each institution.

3.2 Any monies in the Fund not spent at the end of one fiscal year shall be carried forward to the following fiscal year.

Note: The effective date of this provision for Okanagan College/Okanagan College Faculty Association will be April 1, 2012.

9. Term

Effective the date of ratification, the Employers and the Unions agree to amend Article 16: Term as follows:

"This Agreement shall be in effect from April 1, ~~2007~~ **2010** to March 31, ~~2010~~ **2012**, and shall continue in force until the renewal of this Agreement."

10. Joint Request to the Human Resources Database (HRDB) Steering Committee

While not to be included in the Faculty Common Agreement, the parties to this agreement request that the HRDB Steering Committee convene a meeting to discuss the following:

- The data elements currently being requested for submission by the institutions.
- The data elements being reported by the institutions.
- Suggestions by any party for changes to the data elements.

11. Joint Committee on Benefits Administration

While not to be included in the Faculty Common Agreement, the Employers and the Unions agree that the Joint Committee on Benefits Administration (JCBA) will continue to discuss the following:

- Joint Agent of Record
- Benefits trust
- Tendering of the carrier contract

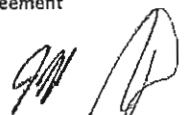
The JCBA will conclude its work on these matters no later than March 31, 2012. This date may be extended by mutual agreement of the parties.

The JCBA will report its findings to the parties' respective principals for consideration.

12. Housekeeping

Effective the date of ratification, the Employers and the Unions agree to the following housekeeping amendments:

- (a) update the definition of "Agreement" or "Common Agreement" and "Ratification" by amending the date to read "April 23, 2010";
- (b) update Article 13.3 by deleting "*Article 3.4 Contract Training and Marketing Society*";
- (c) amend Article 13.3 by renumbering "*Article 6.7 – Educational Technology / Distributed Learning*" to read "*Article 6.6 – Educational Technology / Distributed Learning*";
- (d) renew LOU 1: JADRC;
- (e) renew LOU 4: Partial Sick Leave and Partial Disability Benefits;
- (f) renew LOU 5: Respectful Working Environment, by amending the date in section 4 "Expiry of this Letter" to read "April 1, 2010";
- (g) renew LOU 8: Variant Applications of Common Agreement Provisions to the NVIT Parties;
- (h) renew LOU 9: 2001 Local Negotiations;
- (i) renew LOU 12: Salary Stipend;
- (j) re-number "Article 16: Term" as "Article 17: Term";
- (k) delete LOU 3: Caps on Placement on Salary Grid;



2010 – Faculty Common Table

- (l) delete LOU 6: Common Faculty Professional Development Fund;
- (m) delete LOU 7: Joint Review Process of Health and Welfare Benefits (Article 9.2 & 9.3);
- (n) delete LOU 10: Proposals Moved to Local Bargaining;
- (o) delete LOU 11: Benefits Issues for Discussion by JCBA;
- (p) delete LOU 13: Financial Incentive;
- (q) delete LOU 14: Fiscal Dividend;
- (r) amend LOU 2 by changing "2007" to read "2001" in the last sentence to correct an error that occurred during the drafting of the 2007 – 2010 Common Agreement;
- (s) replace college and institutes with "institution" by mutual agreement during the drafting of the 2010 Common Agreement;
- (t) Amend the definition of "institution" to read "'Institution" means a **post-secondary institution** that has ratified a Collective Agreement that includes this Common Agreement."; and
- (u) any other housekeeping items mutually agreed to.

2010 – Faculty Common Table

The date of ratification will be the date the parties to a local agreement conclude the ratification of the local portion and the Common Agreement portion of their 2010-2012 collective agreement. The ratification process includes ratification by the PSEA Board of Directors.

All proposals not contained in this Memorandum are considered withdrawn without prejudice.

Signed by the Parties at Vancouver, British Columbia, on the December 15, 2011.

For the Employers:

Rob D'Angelo, Co-Chair

Anita Bleick, Co-Chair

Chris Rawson, Okanagan College

Ian Brindle, Camosun College

Gary Leier, Selkirk College

For the Unions:

Jeff McKell, FPSE Staff

Nanci Lucas, Co-Chair, FPSE

Janet Seccia, BCGEU Staff

Stu Seifert, Co-Chair, BCGEU

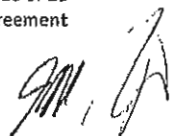
Ian McAlpine, BCGEU Local 709

Cam McRobb, BCGEU Local 707

John Turner, BCGEU Local 710

Steve Iverson, BCGEU Local 701

Anne-Marie Merkel, BCGEU Local 712



2010 – Faculty Common Table

Sheldon Clare, FACNC

Leslie Molnar, CORFA

Nolan Fretz, OCFA

Lui Marinelli, SCFA

Sheree Ronaasen, AWU

Darryl Ainsley, CCFA

Anne Cumming, NICFA

Matt Pasco, NVITEA

APPENDIX A

- Camosun College / Camosun College Faculty Association FPSE Local 12/ BCGEU Local 701
- College of New Caledonia / Faculty Association of the College of New Caledonia FPSE Local 3
- College of the Rockies / College of the Rockies Faculty Association FPSE Local 6
- North Island College / North Island College Faculty Association FPSE Local 16
- Northern Lights College / BCGEU Local 710
- Nicola Valley Institute of Technology / NVIT Employees' Association FPSE Local 19
- Northwest Community College / Academic Workers' Union FPSE Local 11/ BCGEU Local 712
- Okanagan College / Okanagan College Faculty Association FPSE Local 9/ BCGEU Local 707
- Selkirk College / Selkirk College Faculty Association FPSE Local 10/ BCGEU Local 709



Appendix "A"

**APPENDIX A
PROVINCIAL SALARY SCALE**

STEP	1-Jan-13 to 31-Mar-13	01-Apr-13 to 31-Aug-13	01-Sep-13* to 31-Dec-13	01-Jan-14 to 31-Mar-14
1	\$ 84,063	\$ 84,904	\$ 85,753	\$ 86,611
2	\$ 78,750	\$ 79,538	\$ 80,333	\$ 81,136
3	\$ 73,354	\$ 74,088	\$ 74,829	\$ 75,577
4	\$ 70,352	\$ 71,056	\$ 71,767	\$ 72,485
5	\$ 67,775	\$ 68,453	\$ 69,138	\$ 69,829
6	\$ 65,199	\$ 65,851	\$ 66,510	\$ 67,175
7	\$ 62,622	\$ 63,248	\$ 63,880	\$ 64,519
8	\$ 60,045	\$ 60,645	\$ 61,251	\$ 61,864
9	\$ 57,468	\$ 58,043	\$ 58,623	\$ 59,209
10	\$ 54,891	\$ 55,440	\$ 55,994	\$ 56,554
11	\$ 52,315	\$ 52,838	\$ 53,366	\$ 53,900

* or the date of tentative settlement of the local parties' Memorandum of Agreement (whichever is later).