



COLLECTIVE AGREEMENT

between

SELKIRK COLLEGE

and

**THE PULP, PAPER AND WOODWORKERS
OF CANADA, LOCAL 26
SELKIRK COLLEGE BARGAINING UNIT**

January 1, 2011 to December 31, 2012

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THIS AGREEMENT made and entered into this 25th day of May, 2011,

BETWEEN: Selkirk College Board
(hereinafter called the "Employer")

OF THE FIRST PART

AND: The Pulp, Paper and Woodworkers of Canada, Local 26
(hereinafter called the "Union")

OF THE SECOND PART

WHEREAS it is the desire of the Selkirk College Board and PPWC, Local 26 that efficient operation of Selkirk College be maintained and to effect this, it is important that harmonious relations be continued between the Employer and its Employees: and –

WHEREAS the general purpose of this Agreement is to establish and maintain mutually satisfactory working conditions, hours, wages and benefits for the Employees, to maintain collective bargaining relations between the Employer and the Union and to provide machinery for the prompt and equitable disposition of disputes: and –

WHEREAS it is the intention of the Employer and the Union to work harmoniously to maintain the physical working areas in a condition which promotes the efficient operation of the College and to promote an industrious atmosphere:

NOW THEREFORE this Agreement presents hereafter the specific articles to which the parties mutually agree to follow.

WITNESSETH THAT:

ARTICLE 1 – UNION RECOGNITION

1.01 The Employer recognizes the Union as the exclusive representative for the purposes of conducting collective bargaining regarding rates of pay, hours of work, and all other working conditions of the employees of the Employer for which they are certified by the Industrial Relations Council, as long as the Union retains its right to conduct collective bargaining on behalf of such employees, under provisions of the Labour Relations Code of British Columbia, except those having authority to hire or discharge employees and those employed in a confidential capacity as defined by the Labour Relations Code of British Columbia.

1.02 A regular employee is an employee who has passed the probationary period and is employed on a continuous basis from year to year. Regular employees may be full-time, part-time or sessional.

A full-time employee is an employee who is employed on a full-time basis (37.5 hours or 35 hours respectively), 12 months of the year.

A part-time employee is an employee who is employed for less than 37.5 hours or 35 hours per week, 12 months of the year.

A sessional employee is an employee who may be either full-time or part-time and who is employed on a continuous basis for a specified period of time each year.

A temporary employee is an employee hired on an intermittent basis or for a specified term of not more than six (6) months. This term may be extended by mutual agreement between the Employer and the Union.

An on-call employee is an employee who has applied for, been offered and accepted a position from an on-call posting, and is called in from an on-call list for short term work.

On-call and temporary employees may not bump regular employees.

- 1.03 The policies and practices of the Employer and the Union shall be such to prevent any discrimination toward employees in all areas unrelated to job performance. Any consideration of age, race, colour, creed, national origin, citizenship, criminal record, physical disability, political or religious affiliation or non-affiliation, sex or sexual preference, marital status, or membership or non-membership in the Union unrelated to job performance shall not be cause for restriction or coercion of, or interference with, any employee in the matters of wage rates, training, promotion, layoffs, or discipline. The Employer shall not institute rules and regulations for the employees which are unrelated to the employment requirements. The Union shall comply with the Employer directives where these directives do not violate the Human Rights Act or any terms of this Agreement.

The College and the Union acknowledge the right of all employees to work in an environment free from harassment.

Personal harassment shall be defined as repeated, intentional, unwelcome, offensive comments and/or action deliberately designed to demean and belittle the individual and/or to cause personal humiliation.

Sexual harassment shall be defined according to College policy on Sexual Harassment and administered through that policy.

Cases of harassment shall be considered as discrimination and will be eligible to be processed as grievances.

Grievances under this section will be initiated at step 3 of the grievance procedure.

- 1.04 During the term of this Agreement, the Union and its members shall not authorize or participate in a strike; neither shall the Employer declare a lock-out of any employees. It shall not be a violation of the Agreement or cause for discharge of any employee for refusing to cross a legal picket line.
- 1.05 The Employer agrees that the Union shall have the right to maintain a bulletin board in a convenient location in a College building on each major campus, provided that the use of such shall be restricted to the posting of notices regarding the business affairs, meetings, social events and reports of the Union.
- 1.06 The Employer agrees that any recommendation or matters considered by the Employer relating to rates of pay, promotions, hiring or discharge of employees covered by the terms of this Agreement shall be communicated in writing to the Union at the time of their consideration and decision by the Employer.

- 1.07 Should any displacement of staff be indicated as the result of technological change, the Employer and the Union will meet and discuss the possibility of employing displaced employees in some other capacity, thirty (30) days prior to the implementation of such change.

Any employee placed in a lower-rated position as a result of technological change, shall not have his/her wages reduced; but shall continue to receive his/her old rate until such time as the agreement rate for his/her new position is equal to his/her actual rate of pay.

An employee affected by technological change will be provided with one of the following alternatives:

- 1 Transfer to another existing and vacant position in the College for which the employee is qualified.
 - 2 Seniority rights in accordance with Article 14.07 and 14.08.
 - 3 Retraining for a job mutually agreed upon between the Employer and the employee. Regular salary for the employee will continue during the retraining period for a maximum of three (3) months.
 - 4 A severance allowance of one (1) month's salary for each year of service in accordance with 14.07.
- 1.08 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except in cases mutually agreed upon by the parties or in emergencies not to exceed seventy-two (72) hours.
- 1.09 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.
- 1.10 On commencing employment, the new employee's immediate supervisor shall provide the new employee with a copy of the Collective Agreement and a listing of the union executive.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The management of the College and the direction of the working force is vested exclusively in the Employer, except as otherwise specified in this Agreement.
- 2.02 A Labour Management Committee shall be established consisting of representatives of the Union and the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees. The structure of the Committee shall be established on a continuing basis by the members of the Committee.
- The Committee's mandate shall be to discuss and recommend settlement of all matters of concern between the Union and the Employer. Substantive results of meetings shall be documented and copies sent to both Union and Employer.
- Time spent attending Labour Management Committee meetings during the regular working day shall be deemed as time worked.
- 2.03 The Employer and/or Employer Representative shall not meet with any one Union Executive/Union member in a discussion, outside of normal departmental business, that will affect any member of the Union or their job, or that may be in conflict with the Collective Agreement. There must be at least two Union Executive members present at all times when discussions take place.

Employment issues that are discussed at these meetings shall be presented for decision at the next Joint Labour Management Committee Meeting and will be signed off by both parties for future reference.

ARTICLE 3 – UNION SECURITY AND CHECK-OFF DEDUCTIONS

- 3.01 The Employer agrees to check-off all Union dues in accordance with the provisions of the Industrial Relations Act of British Columbia.
- 3.02 The Employer shall, during the life of this Agreement, deduct as a condition of employment, a sum equivalent to dues as set by the Union from the bi-weekly pay due to each employee, and remit the same to the Financial Officer of the Union in the month following that in which such deductions are made.
- 3.03 The Employer will, at the time of making such remittances, enclose a list of employees from whose pay cheques such deductions are made.
- 3.04 In the case of a new employee, a deduction shall be made proportionate to time worked from his/her cheque in his/her first month of employment.
- 3.05 All employees of the Employer shall become and remain members in good standing of the Union according to the Constitution and By-laws of the Union. All new employees shall become and remain members in good standing in the Union within thirty (30) days of employment.
- 3.06 Notwithstanding any provisions contained in this section, there shall be no financial responsibility on the part of the Employer for fees, dues, or assessment of any employee unless there are sufficient unpaid wages of that employee in the Employer's hands. The Union shall give the Employer two (2) weeks notice of any adjustments to the Union's dues schedule.
- 3.07 Contracting Out
- a) The Employer agrees that work or services presently performed or hereafter assigned to the bargaining unit shall not be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, non-unit employee or company, if any employee hereby shall be forced to lose her/his job, unless such action, following discussion with the Union, will result in a substantial saving or a significant increase in efficiency.
- b) Where a dispute under Article 3.07(a) arises, the Arbitrator, in determining whether the Employer has demonstrated a substantial savings or significant increase in efficiency, will weigh the impact of contracting out on the bargaining unit in making his decision.
- 3.08 No Conflict with Agreement
- No employee shall be required or permitted to make a written or verbal agreement with the Employer or Employer's representatives which conflicts with the terms of this Agreement.
- 3.09 Union Meetings
- The Employer agrees to allow employees an additional hour for lunch, without loss of pay, four (4) times per year for the purpose of conducting Union meetings. The meetings shall be held from 1230 to 1400, and shall not be held more frequently than once per month unless otherwise agreed. The Union agrees to provide the Employer with five (5) working days notice of its desire to hold a meeting and agrees to cooperate with the Employer in making arrangements to staff areas that cannot be unattended during such meetings.

- 3.10 Employees shall have the right to wear Union pins or Steward badges.
- 3.11 The Employer shall provide the Union with a list of all current PPWC employees and their mailing addresses, on October 1 of each year provided a Personal Information Release form has been signed by the employee.

Employees hired after April 1, 2006, will be requested to provide written consent for Union access to their personal information (name, address, phone number).

ARTICLE 4 – UNION TIME OFF

- 4.01 The Employer agrees that time spent in settling disputes by Union Stewards shall be considered as time worked provided that such time shall not exceed a total of two hundred and eighty-eight (288) hours in any one calendar year. The Union agrees to forward to the Employer a written list of names of such Stewards, a record of time spent by each Steward in settling disputes and a list of replacements obtained for Stewards who are required to be absent to settle disputes. In order that the work of the Employer shall not be unreasonably interrupted, no Steward shall leave his/her work without obtaining permission from his/her supervisor. When the Employer wishes to discuss unsatisfactory work habits with an employee, the employee may be accompanied by a Steward if the employee so elects.
- 4.02 The Employer agrees to grant time off without pay during any working day to officers of the Union in the employ of the Employer for Union purposes, provided that:
- a) such time off shall not exceed a total of sixty-four (64) working hours in any one month.
 - b) a written list of names of such Officers in the employ of the Employer shall be forwarded to the College for this purpose.
 - c) the Employer can find a suitable replacement in an emergency.
 - d) the Employer is advised by the Union at least twenty-four (24) hours in advance of any requests for a Leave of Absence.
- 4.03 The Employer agrees to grant leaves of absence for a maximum of two (2) employees, without pay, for the business purposes of the Union, provided that at least two (2) weeks notice in writing is given to the College who shall transmit it to the Employer, and providing that a suitable substitute can be obtained. It is agreed that the seniority of such employees shall not be adversely affected, but shall be counted as being service with the Employer.
- 4.04 A Union Bargaining Committee, consisting of not more than five (5) employees, shall be elected or appointed by the Union. The Union will advise the Employer of the membership on the Committee. The Committee and its members shall have the privilege of attending collective bargaining meetings with the Employer without loss of remuneration when such meetings are held during regular working hours.
- 4.05 The Union and the College agree that the operations of an individual department or service area will not be unnecessarily affected by union members being absent from the department on union business. The Union will advise the departmental supervisor in advance if more than two (2) members of any department will be required to be absent on union business so that replacements may be arranged if necessary.

ARTICLE 5 – HOURS OF WORK

5.01 The regular work day for full-time Aviation support, Building Service Workers, Cafeteria staff, Computer Centre, Forestry Lab Assistant, Maintenance and Tool Room Attendants shall be seven and one-half (7.5) hours, Monday through Friday. Maintenance workers will normally work the day shift.

The regular work day for all other full-time staff will be seven (7.0) hours per day, Monday through Friday, between 0730 and 1700 as specified by the Employer.

Part-time employees may work a shift which is less than the regular shift for their department. Such shifts will be a minimum of four (4) hours per day. In exceptional circumstances, work shifts may be scheduled for less than four (4) hours per day by mutual agreement between the employee, the Union and the College.

Positions in existence as of December 31, 1989 shall not be subject to shift change unless by mutual agreement between the employee and their supervisor. Building Service Workers who normally work the afternoon shift may be required to work the day shift during the summer months (May through August).

This clause may be amended from time to time by mutual agreement between the Union and the Employer.

5.02 Shifts, as specified by the Employer, are defined as follows:

- Day Shift – where the majority of shift hours fall between 0700 and 1700.
- Afternoon Shift – where the majority of shift hours fall between 1500 and 0100.
- Night Shift – where the majority of shift hours fall between 2100 and 0700.

5.03 Rest Periods

Employees are entitled to take two (2) rest periods of fifteen (15) minutes during each full day of work; one during the first half of the working day and the other during the second half.

5.04 Lunch periods without pay shall be one-half (1/2) hour or one (1) hour as determined by the employee and the supervisor.

ARTICLE 6 – WAGES AND MATTERS INCIDENTAL THERETO

6.01 The Employer shall pay wages bi-weekly to its employees in accordance with Schedule "A."

All wages for new employees hired after December 31, 1992 shall be paid through automatic bank deposit. Employees who worked prior to December 31, 1992 will have the option of payment by cheque.

6.02 **Employees required to work afternoon shift shall be paid an hourly shift differential based on the lowest pay grade multiplied by 4%. Employees required to work night shift shall be paid an hourly shift differential based on the lowest pay grade multiplied by 5%. Employees required to work on Saturday or Sunday shall receive a weekend bonus paid as an hourly shift differential, based on the lowest pay grade multiplied by 6%. The payment of the weekend bonus shall not preclude payment of the afternoon or night shift differential.**

- 6.03 When an employee is temporarily assigned to a position paying a lower rate, his/her rate shall not be reduced.
- 6.04 When an employee is temporarily required to perform substantially the duties of another position for more than one (1) day he/she shall receive the rate for the position, or his/her regular rate, whichever is greater. If the employee continues in the position for more than one (1) day the employee shall receive the applicable rate from the first day.

“Substantially”, as stated in Article 6.04, shall be defined as 80% of the duties of the job.

ARTICLE 7 – OVERTIME

- 7.01 Overtime shall be defined as work performed before or after a normal working day, as defined in Article 5.01, or work performed on a day of rest.
- 7.02 Employees shall be paid at the rate of time and one-half (x 1.5) for the first two (2) hours of overtime on a normal working day, and double time (x 2) thereafter. Hours of overtime on consecutive days of rest shall be paid at the rate of time and one-half (x 1.5) for the first four (4) hours and double (x 2) time thereafter.
- 7.03 When an employee is called out to work beyond the normal work day he/she shall be paid a minimum of four (4) hours at the base rate or for the number of hours actually worked, at the appropriate overtime rate, whichever is greater.
- 7.04 Employees required to work more than one and one-half (1.5) consecutive hours beyond regular shift hours in any day shall be provided with a meal allowance of \$12.00.
- 7.05 Overtime shall be computed by multiplying the hourly rate by one and one-half (x 1.5) or two (x 2) as appropriate. Subject to approval by the Employer an employee may be granted leave with pay in lieu of overtime pay, to be taken at a time mutually agreed between the employee and the Employer. Such leave shall be equivalent to the cash entitlement.
- 7.06 All overtime must be authorized by the appropriate supervisor.
- 7.07 Overtime occurring on a weekend or Statutory Holiday shall be granted on the basis of seniority and qualifications within the Department it occurs.

Should overtime be necessary due to the required completion of a daily work assignment, employees working at that time will be offered overtime to complete the work assignment.

When scheduling future overtime work assignments, overtime will be offered on the basis of qualifications, seniority and departmental eligibility and in accordance with other Article 7 provisions.

ARTICLE 8 – STATUTORY HOLIDAYS

- 8.01 A day off with pay will be granted employees on the following days, in accordance with the regulations of the Employment Standards Act:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day (May)	December 24
Dominion Day (July 1)	Christmas Day
British Columbia Day (August)	Boxing Day

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

Whenever a Statutory Holiday occurs on a Saturday or Sunday the holiday will be observed on the same day as observed by the Provincial Government Offices.

Should the College be required to be in session on any Statutory Holiday, employees required to work on such a holiday will be granted an alternate day off with pay in lieu of the Statutory Holiday worked. The alternate day off will be taken at a mutually acceptable time, but not later than the conclusion of the employee's next annual vacation.

- 8.02 In the event of a Statutory Holiday falling on an employee's regular day off, he/she shall be entitled to a day off with pay at his/her regular rate, on a date determined by the Employer and the Union. An employee required to work on such Statutory Holiday or day mutually agreed upon in lieu thereof, as aforesaid, shall receive in addition to his/her regular pay for that holiday double his/her regular rate of pay for the time worked.
- 8.03 On-call and temporary employees will be paid six percent (6%) allowance in lieu of Statutory Holidays not worked.
- 8.04 Statutory Holidays for continuous shift employees will be the actual day specified as the holiday.
- 8.05 If December 24 (Christmas Eve) occurs on a Saturday or Sunday, the Statutory Holiday will be observed between Christmas and New Year's Day.

ARTICLE 9 – VACATION ENTITLEMENT

- 9.01 VACATION YEAR – For the purpose of this Agreement, the Vacation Year shall mean the 12-month period from July 1st to June 30th, inclusive.

9.02 Vacation Entitlement

An employee who has been in the service of the Employer for less than one year prior to June 30 of any year shall be entitled to a vacation in the succeeding year.

Vacation entitlement will be calculated at six point four per cent (6.4%) of the number of days worked during the partial year. In computing the number of days, fractions will be taken to the nearest half-day.

An employee with less than a full year of employment can only schedule paid vacation time after he/she has worked up to and including June 30, which is the end date of the College's vacation accrual year.

Pay for such vacations shall be six point four percentum (6.4%) of the total remuneration earned by him/her in the period terminated with June 30 in the year that he/she was first employed.

Employees, other than On-call or temporary, with more than one year's continuous service shall receive vacation with pay on the following basis:

a) <u>Years Employed at June 30</u>	<u>Vacation Entitlement (Pay)</u>
after one (1) year of continuous service	16 days (6.4%)*
after four (4) years of continuous service	21 days (8.4%)*
after nine (9) years of continuous service	26 days (10.4%)*
after fourteen (14) years of continuous service	31 days (12.4%)*

*Percentage of gross earnings during current entitlement period.

- b) Where the employee does not work for more than twenty-one (21) working days in the vacation year (except on sick leave), the vacation entitlement shall be prorated accordingly (the basis to be appropriate percentage of earnings in the entitlement period).
- c) After completing five (5) years of vacation entitlement in accordance with (a) above an employee shall be entitled to a supplementary vacation of one (1) week to be taken once in the following five (5) years. After completing each successive five (5) year period on the same basis an employee shall be entitled to a further one (1) week of supplementary vacation to be taken once during each following five (5) year period.
- e.g., An employee who completes five (5) years as defined by 1980 would be entitled to take one (1) additional week once only in the five (5) year period 1980 to 1985.
- If he/she completed a second five (5) year period in 1985 he/she would again be entitled to take one (1) additional week only in the period 1985 to 1990, etc.
- d) For computation of vacation entitlement employees shall be deemed to be in their second vacation year on July 1, if they have been employed on a full-time basis for six (6) months or more prior to that date.
- e) Vacation benefits shall be accrued during a lay-off period equal to an employee's unused vacation entitlement at the time of the lay-off for that vacation year.

- 9.03 Employees shall be entitled to bank up to a maximum of two (2) weeks of their vacation but must take the banked vacation in the following year. Such banked vacation will receive pay at the rates the employee would normally have received had he/she worked that period in the year in which the banked vacation is taken.
- 9.04 When a statutory holiday falls on or is observed during an employee's annual vacation, he/she shall be granted an additional day's vacation with full pay for any such holiday so occurring, in addition to his/her regular vacation.
- 9.05 Where any employee becomes eligible for sick leave while on vacation, sick leave may be substituted for vacation time without loss of vacation entitlement, providing documentation is obtained from a suitable Medical Practitioner, and submitted to the Director of Human Resources.
- 9.06 Vacation entitlement may be taken up to seven (7) months prior to the June 30 cut-off date, provided that the scheduling meets with the approval of the Employer.

In the event that a vacation payment is made to an employee who quits or for any other reason fails to work through his/her entitlement period the employee shall reimburse the Employer any such monies received. In the event of default by an employee in this regard, the Union shall reimburse said monies to the Employer.

- 9.07 On-call and temporary employees shall be paid a vacation allowance of the appropriate percentage (clause 9.02), according to seniority date, on each and every pay cheque.

Employees who work less than 50% per year shall be paid a vacation allowance of the appropriate percentage (clause 9.02), according to seniority date, on each and every pay cheque.

- 9.08 Employees who are normally scheduled to work from December 27 through December 31 of each year shall be granted these days off with pay if said days fall on normal working days. Any employee required to work on the above days shall be granted a day(s) off in lieu of the days worked at a time mutually agreed upon by the employee and the supervisor.

- 9.09 a) Providing the work schedule permits all employees shall be granted their vacation at the time preferred by the employee. Preference over vacation dates shall be determined by seniority.
- b) The Employer shall post a vacation schedule on all department bulletin boards no later than April 1 of each year.

The schedule shall show each employee's name, along with his/her vacation entitlement for the forthcoming year and space for the employee to indicate on or before April 15, the vacation dates preferred by the employee. The Employer shall, between April 15 and April 30, either confirm the dates suggested by each employee or discuss alternate dates with him/her. Should the Employer fail to confirm the dates preferred by the employee or fail to discuss alternate dates, the suggested dates shall be deemed to be confirmed. All vacation arrangements shall be finalized by May 15, unless otherwise mutually agreed.

- 9.10 Employees who have had their vacation entitlement paid out as a result of a lay-off may apply for vacation without pay, but with benefits as per Article 11, at a later date provided the work schedule permits. The amount of time off shall not exceed the amount of vacation entitlement paid out at the time of the lay-off.
- 9.11 Employees shall have the opportunity to enhance their vacation entitlement through a voluntary reduction of wages. Employees who so wish, may apply to have their gross wage reduced by 2% in order to elect an additional week of vacation entitlement. Requests for this additional week of entitlement must be made one year in advance of vacation entitlement in accordance with Article 9.09. Approval of these requests shall also be in accordance with Article 9.09 and no approval will be granted for additional purchased vacation for employees who have more than one week of unused purchased vacation. It is understood by the parties that purchased vacation will be paid out at the rate at which it was purchased.

ARTICLE 10 – SICK LEAVE

- 10.01 "Sick Leave" means the period of time an employee is absent from work with or without pay, by virtue of sickness, quarantine, or accident, or out-of-town medical/dental referrals for which compensation is not payable under the Worker's Compensation Act.
- 10.02 a) All employees shall accumulate sick leave credits in the amount of one and one-half (1.5) working days for each month worked from commencement of employment. An employee shall accrue all unused credits to a maximum of one hundred and eighty (180) working days.

- b) When an employee is required to claim sick leave, the Employer shall make a deduction from the employee's sick leave credits.
- 10.03 Sick leave with pay shall not be granted nor shall payments continue until proof of such illness is filed with the College if proof has been requested by the employee's supervisor during the period of illness.
- The employer may require additional medical certification to confirm an employee is unfit for work or fit to return to work.
- In such circumstances, the Parties will agree to a suitable Medical Practitioner and any costs incurred by an employee in this regard will be borne by the College.
- 10.04 Sick leave without pay shall be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay would be granted under these regulations. The sick leave period shall be granted for one year and subject to review if leave exceeds one year.
- 10.05 An employee entitled to sick leave under this Article, shall receive forty per centum (40%) of his/her unused accumulated sick leave upon:
- a) Retirement on or after the attainment of the minimum retirement age, whichever shall last occur, or
 - b) Retirement with a permanent disability entitling the employee to superannuation, or
 - c) Death of an employee while in the service of the Employer.
 - d) For the purpose of this section, the retirement age for all employees shall be in conformity with the BC Municipal Superannuation Act.
 - e) Employees with five (5) years seniority or more, on severance, shall receive forty per centum (40%) pay out of their accumulated sick leave. This clause does not include employees who are dismissed for just cause.
- 10.06 A record of all accumulated sick leave credits shall be maintained by the Employer and communicated to each employee.
- 10.07 An employee prevented from performing his/her regular work with the Employer on account of an occupational accident that is recognized by the Worker's Compensation Board as compensable within the meaning of the Act, shall receive from the Employer the difference between the amount payable by the Worker's Compensation Board and his/her regular salary.
- 10.08 On-call and temporary employees will earn sick leave credits on a pro-rata basis and will be paid sick leave in accordance with Clause 10.02 and in accordance with their scheduled hours of work.
- 10.09 An employee who becomes ill while at work and cannot perform duties shall report to the appropriate supervisor before taking leave.
- 10.10 Family illness: In the case of illness in the immediate family of an employee as defined in Article 20.01, when no one at home other than the employee can provide for the needs of the ill person, the employee shall be entitled to use annual sick leave credits for this purpose. Provisions of Article 10.03 shall apply.

- 10.11 When it is not possible to arrange medical or dental appointments outside of normal working hours, time off on an infrequent basis, without loss of pay, may be granted at the discretion of the employee's Department Supervisor. If such time is required, appointments should be arranged such that not more than one hour of work time is used, preferably at the end of the working day.

ARTICLE 11 – EMPLOYEE BENEFITS

- 11.01 All eligible employees shall participate in the Municipal Superannuation Plan of BC.
- 11.02 a) Employees who have completed three months service within the previous twelve months shall participate in the mutually approved Medical Plan and in the Extended Health Benefit Plan offered by the said Plan whereby the Employer shall pay one hundred percent (100%).
- b) All employees shall be entitled to the Medical Travel Referral Benefit of \$125.00 per day, for up to fifty (50) days annually for services and supplies not covered by the Medical Services Plan of BC in accordance with regulations as presently known.
- c) Effective April 1, 2006, eye exams shall be reimbursed to a maximum of seventy-five dollars (\$75) every two (2) years.
- 11.03 Employees who have completed three months service within the previous twelve months and who meet the carriers' eligibility requirements shall participate in the Group Life Insurance Policy plan.
- The Employer agrees to contribute one hundred percent (100%) of the monthly premiums of each employee's eligible insurance coverage.
- 11.04 Part-time employees who work more than 50% per year shall be entitled to benefits accruing to regular full-time employees proportionate to time worked.
- 11.05 If the premium paid for any employee benefit is reduced as a result of any legislative or other action which reduces the cost of any premium, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed between the parties.
- 11.06 While an employee is on sick leave without pay, the Employer agrees to pay his/her premium payments for medical coverage and for Group Insurance coverage, if he/she is a member of these plans. The total premiums paid by the Employer on behalf of the employee will be deducted from his/her wages after he/she returns to work. The said deductions shall be repaid to the Employer over a period of time equal to the time lost.
- 11.07 The Employer agrees to include all employees who meet the carriers' eligibility requirements in the Employer's Dental Plan and shall pay one hundred percent (100%) of the premiums of said Plan. The benefits payable by the Plan are:
- | | |
|----------|--|
| Plan A - | 100% of cost of services. |
| Plan B - | 60% of cost of services. |
| Plan C - | 50% of cost of services to a lifetime maximum payment of \$2,000.00 per patient. |
- 11.08 All employees who meet the carriers' eligibility requirements shall participate in the Employer's Long Term Disability Insurance Plan with the employee contributing one hundred percent (100%) of the premiums.

- 11.09 On-call and temporary employees who have not paid their portion of the benefits by the 15th of the month following due date may have their benefits terminated.
- 11.10 Benefit eligibility and coverage for On-call, temporary, and part-time employees (hereinafter called employees) will be administered as follows:
- 1 Employees may participate in the Medical Services Plan of BC (M.S.P.). Based on full-time employment, the Employer shall pay one hundred percent (100%).
 - 2 Benefits shall be defined as dental, life insurance, long-term disability, and extended health care insurance.
 - 3 Employees who do not meet the eligibility requirements of the carriers will be paid 6% of gross pay in lieu of benefits.
 - 4 Upon meeting the carriers' eligibility requirements for benefit coverage, employees shall inform the Employer in writing, within ten (10) working days, of their choice of joining the benefit plans or receiving a 6% payment in lieu of benefits.

Once a decision has been made, an employee must abide by this decision until he/she obtains full-time employment.

11.11 Early Retirement Incentive

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

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

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

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

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

1. employees within an affected department where downsizing is planned;
2. employees with the greatest years of seniority.

An employee who wishes to be considered for an early retirement incentive must make the necessary application by November 1. The Employer will consider all applications and responses will be made to employees no later than the following March 1.

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

In the event that an employee applies for and declines to accept an early retirement incentive offer in one year, he/she shall only be given 10 calendar days to respond to a subsequent early retirement incentive offer in the following year.

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

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

The Employer will provide the Union with copies of all early retirement incentive agreements.

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

<u>Full Years to Retirement</u>	<u>Pay out as of Jan 1, 1998</u>
1	20% of salary
2	40% of salary
3	60% of salary
4	80% of salary
5	100% of salary

The early retirement incentive payment will be based on the employee’s salary at the date of retirement.

The early retirement incentive will be paid in equal yearly payments upon retirement and on each anniversary date thereafter based on full years to retirement, until the employee’s normal retirement date has been reached or five (5) yearly payments have been made.

The early retirement incentive may be paid using any other mutually agreed upon payment plan which takes into account the individual employee’s personal circumstances.

- 11.12 Employees who are planning to retire will have the option of converting the Employer’s portion of medical, dental and extended health benefits into their gross salary, for a period of five (5) years preceding retirement. Such employees will then pay 100% of the benefit costs for the above.

ARTICLE 12 – SENIORITY

- 12.01 The Employer agrees that seniority shall govern in all cases of promotions and demotions but that seniority shall govern only when the employee or employees are qualified and have the ability to perform the job. The Employer shall determine qualifications in a fair and equitable manner.
- 12.02 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.
- 12.03 1. The seniority date for all employees shall be from the original date of employment.

2. A new employee who is hired to a regular full-time or part-time position shall be on probation for a period of sixty (60) days of work or six (6) months whichever is less.

On-call and temporary employees shall be on probation for a period of sixty (60) days of work of broken or continuous employment during a twelve (12) month period within the job groupings listed in Appendix D.
 3. A regular employee shall be entitled to all rights and benefits of this agreement after sixty (60) days of work or successful completion of the probationary period, whichever is less.
 4. On-call and temporary employees shall be entitled to seniority and other benefits as specified when they have completed sixty (60) days of work of broken or continuous employment during a twelve (12) month period within the job groupings listed in Appendix D.
- 12.04 An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.
- An employee shall only lose his/her seniority in the event:
- .1 he/she is discharged for just cause and is not reinstated.
 - .2 he/she resigns in writing.
 - .3 he/she is absent from work in excess of two (2) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
 - .4 he/she fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his/her current address. An employee recalled for On-call work or employment of short duration at a time when he/she is employed elsewhere shall not lose his/her recall rights for refusal to return to work if the Employer can find a suitable replacement.
 - .5 he/she is laid off for a period longer than one (1) year.
 - .6 he/she fails to return from a leave of absence.
 - .7 he/she is transferred to or is the successful applicant for a Selkirk College position outside of the bargaining unit for a period in excess of one (1) year.
- 12.05 No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, for a period less than one (1) year, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. An employee shall have the right to return to a position in the bargaining unit. If an employee returns to the bargaining unit, he/she shall be placed in a job consistent with his/her seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.
- 12.06 In the event that the Employer shall merge, amalgamate, or combine any of its operations or functions with another institution, the Employer agrees to the retention of seniority rights for all employees with the Employer following consultations between the Union and the Employer.
- 12.07 Employees may be transferred from one position to another in the College if such a transfer is considered expedient by the Employer in order to expedite the work in the College, for a period not in excess of sixty (60) days.

- 12.08 In the event of this country being at war, the seniority of employees enlisting in the armed forces shall continue, provided for this purpose an employee returns to his/her employment with the Employer within a six (6) month period of his/her discharge from the armed forces.

ARTICLE 13 – GENERAL PROVISIONS

13.01 Position Posting

- .1 When a vacancy occurs or a new position is created, the Employer shall within sixty (60) days notify the Union in writing and post notice of the position on all bulletin boards for a minimum of seven (7) days so that all members will know about the vacancy or new position. For the purpose of this section employees on the recall list will be advised of the vacancy or a new position.

When a vacancy occurs resulting from an extended sick leave, the provisions of Article 12.07 will prevail. Should the vacancy exceed sixty (60) days, the position will be posted and filled within an additional thirty (30) days. The sixty (60) day time limitation may be extended by mutual agreement of the parties.

If qualified candidates within the unit apply for any vacancy, the Employer shall give them first consideration in filling the vacancy.

- .2 An increase of more than 20% of the hours of work identified in the original posting would constitute substantial change in the position and would require reposting of the position. In addition, all part-time jobs which become full-time must be reposted with the exception of part-time jobs which have been occupied by the same employee for more than 3 years.
- .3 The Employer may create and maintain an on-call list by hiring on-call employees. The successful applicant(s) will be included on the on-call list. Any employee going on an on-call list in a different department is below these posted positions as defined in Article 1.02 and cannot bump a posted position except as defined under Article 14.08.
- .4 In the event that the PPWC IT positions that are currently occupied by SCFA members become vacant, these vacancies will be posted for 7 days internally. The College will ensure there are no qualified internal applicants before these positions are advertised outside of the College.

13.02 Posting Notices

Such notice of postings shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range.

Such qualifications may not be established in an arbitrary or discriminatory manner.

- 13.03 All vacant positions will be advertised internally. If the Employer believes that there are no qualified internal candidates available, the Employer will advise the Union that the position will be simultaneously advertised externally.

13.04 Role of Seniority in Promotions and Transfers:

Both parties recognize:

- .1 the principle of promotion within the service of the Employer;

.2 that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers, or promotions appointments shall be made based on an employee's qualifications and experience as identified for the position. In the event that there are two qualified employees, the appointment shall be made to the employee with the greatest seniority.

- 13.05 The successful applicant shall be placed on probation for a period of three (3) months. If an employee has served a probationary period as an on-call or temporary employee for a particular classification, he/she will not have to serve a second probation for the same classification.

Conditional on satisfactory service, the employee shall be declared permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the probationary period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate and without loss of seniority.

Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

13.06 Recruitment of Positions

The senior applicant for a vacant position, who does not possess the required qualifications for the position, will be considered for the position if they possess the majority of the qualifications (academic and/or experience) which are required and if he/she is currently enrolled in a course of studies which will qualify them for the position. This clause shall not apply when certificates are mandatory for placement in the vacant position.

Such an employee will be given a probationary period of four (4) months in the new job, unless otherwise mutually agreed, and the employee will be returned to his/her former position by the College if the required qualifications or certifications are not achieved within the time limits.

- 13.07 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all bulletin boards. The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment.
- 13.08 In the event of any employee taking a course of instruction, as approved by the Employer, in order that the employee will better qualify to perform his/her job, the Employer will, on the employee's successful completion of the course, reimburse the employee in the full amount of the tuition fee(s).
- 13.09 An employee unable through injury or illness to perform his/her normal duties will be provided with alternate suitable employment where it is reasonably possible. If no alternate employment can be found the employee shall be given the right to bump into a job for which the employee is qualified. If there is no such job presently available within the workplace, the employee shall be given preference for new jobs for which the employee is qualified. Said employee shall not displace an employee with more seniority.
- 13.10 An employee who, through advancing years is unable to perform his/her normal duties may be provided with alternate suitable employment. Such employee shall not displace an employee with more seniority.

13.11 First Aid Certification

.1 When the Employer requires an employee to perform first aid duties as part of his/her job requirements, reasonable costs of obtaining or receiving First Aid certification shall be paid by the Employer. Any employees so required shall be given reasonable opportunity to obtain said certification and upon receiving certification shall be paid in addition to his/her classification rate of pay as follows:

Occupational First Aid, Level 3*	\$140.00 per month
Occupational First Aid, Level 1*	\$ 60.00 per month

*Or other courses that are equivalent to and recognized by, WCB.

.2 When an employee is requested and authorized by the College to provide Occupational First Aid, Level 3 coverage on an casual or temporary relief/replacement basis, they shall be paid seven (7) dollars per day.

13.12 Whenever the singular, masculine, or feminine is used in the Agreement, it shall be interpreted as if the plural, feminine, or masculine had been used, where the context of the party or parties hereto so requires.

ARTICLE 14 – ROLE OF SENIORITY IN LAYOFFS

14.01 Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order to the bargaining-unit-wide seniority subject to job requirement.

14.02 Employees shall be recalled in the order of their seniority subject to job requirement.

14.03 No new employees shall be hired until those laid off have been given an opportunity of recall subject to job requirement.

- 14.04 a) Employees who are to be laid off for periods of less than thirteen (13) weeks shall be given notice ten (10) working days prior to the effective date of lay-off.
- b) Employees who are to be laid off for periods of thirteen (13) weeks or more, will be provided with the following notice:

<u>Years of Service</u>	<u>Notice</u>
0 to 2 Years	10 Working Days
2 to 4 Years	20 Working Days
4 to 6 Years	30 Working Days
6 to 7 Years	35 Working Days
8 Years and over	40 Working Days

Where possible, the Employer shall notify employees in writing of the anticipated date of recall.

In the event the employee's job is eliminated while the employee is laid off, the employee shall be notified ten (10) working days prior to the original anticipated date of recall and he/she shall have the right to exercise his/her rights in accordance with Article 14.

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- 14.05 The Employer agrees to pay the Employer's portion of premiums for all employee benefit plans for employees laid off for periods of less than four (4) months. In the event of a longer lay-off, employees so affected shall have the right to continue this coverage through direct payments where allowable.
- 14.06 Grievances concerning lay-offs, recalls and job placement shall be initiated at Stage 3 of the Grievance Procedure.
- 14.07 If an employee's job is eliminated, he/she shall have the opportunity to exercise his/her seniority rights or accept a severance payment of one month's pay for each year of service to a maximum of six months, without right of recall.
- 14.08 Seniority Rights
- 1) Regular employees in receipt of a lay-off notice will be required to choose one of the following options in accordance with Article 14:
 - a) lay-off with recall rights for one (1) year. A regular full-time employee or regular part-time employee who is laid off and chooses to place his/her name on the recall list rather than exercise his/her seniority rights shall be automatically recalled when a similar position in that particular classification becomes available. During the recall period, employees would be able to access work, for which they hold the required qualifications, from the on-call list.
 - b) exercise bumping rights. It is understood that an employee who exercises his/her bumping rights is relinquishing any claim to his/her previous position and further recall.
 - c) accept a severance payment according to clause 14.07.
 - 2) The administration of bumping rights shall be as follows:
 - a) a regular full-time employee in receipt of a lay-off notice will be entitled to bump the least senior full-time employee for whose job he/she possesses the minimum qualifications.
 - b) if a full-time position is not available, the employee will be entitled to bump the least senior part-time employee for whose job he/she possesses the minimum qualifications.
 - c) a regular part-time employee in receipt of a layoff notice will be entitled to bump the least senior part-time employee for whose job he/she possesses the minimum qualifications.
 - d) an employee who does not possess the minimum qualifications will be considered for the position by the Employer in a fair and equitable manner.
 - e) an employee who bumps into a new position will be required to serve a probationary period of three (3) months. In the event an employee proves unsatisfactory during the probationary period or if the employee is unable to perform the duties of his/her new position, he/she shall be laid off in accordance with clause 14.08, section 1, subsection (a) and (c).

14.09 Role of Seniority

An employee will receive a payment equal to their vacation and banked overtime credits on the last day of work prior to a lay-off. The employee will be entitled to retain their bonus week of vacation for utilization at a later date.

ARTICLE 15 – DISMISSAL AND RESIGNATIONS

15.01 Except in the case of dismissal for cause, employees who have completed their probationary period shall be given two (2) weeks notice of termination of employment or two (2) weeks pay in lieu thereof.

15.02 An employee voluntarily leaving the service of the Employer shall be required to give the College two (2) weeks notice in writing of resignation of employment.

15.03 .1 When the Employer deems it necessary to censure an employee because of performance or behavioural issues that have an impact on the employee's work; the Employer shall follow the established practice of Progressive Discipline at each step, as described in Article 15.03.2. The employee will be accompanied by a Union Steward.

.2 Stages of Progressive Discipline: Progressive discipline is broken down into stages, with each successive stage calling for more serious disciplinary measures. The process is typically segmented into the following pattern:

Stage One:	Verbal Warning
Stage Two:	Written Warning and Action Plan
Stage Three:	Final Written Warning with Action Plan and Discipline
Stage Four:	Termination

At all times the Employer and Union agree to abide by the Principles of Natural Justice.

15.04 Records that have been listed for over a twelve (12) month period will be withdrawn providing there has not been a continuation of an offence. Only those records of more than one (1) year shall be deleted. An employee shall be given a copy of his/her personnel file if he/she requests it.

ARTICLE 16 – SAFETY

16.01 The parties shall cooperate in continuing and perfecting safety measures now in effect.

16.02 Selkirk College shall have a Joint Occupational Health and Safety Committee structured in accordance with the BC Occupational Health and Safety Regulations.

16.03 The Safety Committee shall hold meetings as mandated by the BC Occupational Health and Safety Regulations and all unsafe or dangerous conditions shall be discussed and dealt with at such meetings.

16.04 Minutes of all Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Employer and the Executive of the Union.

16.05 Time spent during the regular working hours by employees in performance of their duties as members of the Joint Safety Committee shall be considered as time worked.

- 16.06 All employees in any dangerous capacity shall be supplied with all necessary tools, safety equipment and protective clothing when needed.
- 16.07 The Employer shall provide and maintain protective outer clothing for employees where such protective clothing is needed because of the nature of the work to be done.
- Where such protective clothing is provided for sanitary or safety reasons, employees shall observe the regulations for the wearing of such attire.
- 16.08 Upon request from a pregnant employee, the Employer may reschedule the duties of the employee to enable her to work away from the VDT, without loss of pay. The Employer shall make a reasonable effort to accommodate the request.

ARTICLE 17 – GRIEVANCE PROCEDURE

- 17.01 Should a dispute arise between the Employer and the Union and any employee or employees regarding the interpretation or violation of the Agreement, an earnest and timely effort shall be made to settle the dispute in the following manner.
- The employee or employees concerned, in person, with or without a Union Steward, shall first seek to settle the dispute within the terms of the Collective Agreement with the Supervisor.
- The Union reserves the right to call the complainant into the grievance process for clarification and information purposes.
- Stage 1: Failing a satisfactory settlement within five (5) working days after the dispute was submitted to the Supervisor only a Union Steward may submit the dispute as a grievance, which shall be stated in writing, to the Supervisor.
- Stage 2: Failing a satisfactory settlement within five (5) working days after the grievance was submitted under Stage 1, only the Union Steward may submit the grievance, which shall be stated in writing, to the Director, Human Resources.
- Stage 3: Failing a satisfactory settlement within ten (10) working days after a grievance has been submitted under Stage 2, the grievance may be submitted to the President or his/her delegate (other than a delegate previously involved in the resolution of the grievance) who shall meet with the Unions Steward within seven (7) working days of being requested to so meet. Only Union Stewards shall submit the grievance to the President or his/her delegate verbally or in writing.
- Stage 4: Failing a satisfactory settlement within five (5) working days after the dispute was submitted under Stage 3, the Union may, on giving five (5) working days notice in writing to the Employer of their intention, refer the dispute to arbitration.
- 17.02 If a dispute is not submitted within sixty (60) calendar days after the occurrence of the act or decision giving rise to the dispute, then the dispute shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. This sixty (60) calendar day limitation may be extended by mutual agreement between the Employer and the Union.
- 17.03 The Employer shall have the right to submit in writing any dispute regarding the interpretation or violation of this Agreement to the Executive Board of the Union. Failing a satisfactory settlement within eight (8) working days of the submission, the Employer may, upon giving five (5) working days in writing to the Union of their intention, refer the dispute to the Board of Arbitration instituted in accordance with this Article.

- 17.04 Arbitration shall consist of a single arbitrator mutually agreed to by the parties. In the event that the Employer and the Union are unable to agree upon the selection of an arbitrator the parties will defer the selection of said to the Minister of Labour or Minister Responsible for the Labour Relations Code. The decision of the arbitrator shall be final and binding upon the parties, but in no event shall the arbitrator have the power to alter, modify, or amend this Agreement in any respect.
- 17.05 The arbitrator may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. The arbitrator shall commence proceedings within ten (10) days, or sooner of their appointment. They shall hear and determine the difference or allegation, and render a decision within ten (10) days from the time of appointment.
- 17.06 Each party shall pay the expenses incurred in connection with the presentation and preparation of its own case, but the parties shall share equally the expenses of the arbitrator.
- 17.07 At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witness(es), and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
- 17.08 The procedure for settling disputes as set out in this Article shall be strictly adhered to, but where a dispute involving a question of general application or interpretation occurs, the Employer and the Union may agree to by-pass Stages 1 and 2 of Section 17.01 of this Article. The time limitations set out in this Article may be extended by mutual agreement of the parties.

ARTICLE 18 – CLASSIFICATIONS

- 18.01 The setting out of job classifications and the accompanying wages in Schedule "A", which is attached to this Collective Agreement, shall not bind the Employer to create or fill such positions.
- 18.02 The Employer and the Union agree that all existing and new positions will be administered according to the Joint Gender Neutral Job Evaluation Plan Program Terms of Reference dated 1994-02-15, as amended. The current Job Evaluation Plan is under review and revision. The College will pay the costs of having three Union participants on the Joint Job Evaluation Committee.

The Union reserves the right to withdraw from participation in the Joint Job Evaluation Committee subject to thirty (30) days notice to the Employer. Notwithstanding said withdrawal action, the Union reserves the right to grieve the final result of any Job Evaluation Review, in accordance with Article 17 procedures.

ARTICLE 19 – EDUCATIONAL BENEFITS

- 19.01 Employees who enrol in courses at the College are entitled to a remission of one hundred percent (100%) of the tuition fees and all of the application fees with respect to one full course per academic year. Educational benefits are prorated for part-time employees.
- 19.02 The spouse and dependent children (not employed by the Employer) of an employee are entitled to a fee remission of fifty percent (50%) of the appropriate tuition fees. Educational benefits are prorated for part-time employees.

Article 19.02 does not apply to any new courses or programs where Selkirk College acts as a broker, or is in partnership with another institution after April 1, 2006.

- 19.03 Employees are encouraged to enrol in courses at the College and elsewhere. In cases where the course of studies is in line with the employee's duties, the Employer may grant a limited amount of leave for such study if the absence does not hinder the efficient operation of the department.
- 19.04 Regular PPWC Employees, their spouses and dependent children, shall be exempted from tuition fees for all Selkirk College courses providing that:
- .1 they are not one of the minimum number required to ensure “go” status of the course.
 - .2 there is a vacant seat for the employee, spouse or dependent children on the first day of class. If there is a vacant seat on the first day of class and an employee, spouse or dependent child has guaranteed a seat by paying the tuition, he/she shall be entitled to a tuition refund for the course. If a seat becomes vacant after the first day of class and there is no prospective fee-paying student on a wait list, and an employee, spouse or dependent child has not guaranteed a seat by paying the tuition, he/she shall be exempted from paying tuition fees, providing the course instructor agrees to allow the employee to start the class late. In any event no employee, spouse or dependent children will be permitted to start a class after five (5) working days.
 - .3 the admission requirements for all prospective students shall apply and not be waived for the purpose of this article.
 - .4 the prospective student is not exempted from any other non-tuition fees or material costs which students may be required to pay, or from any other requirements students are expected to fulfil.
 - .5 for the purposes of this article, dependent children shall be defined as children under the age of twenty five (25) years residing with the employee.
 - .6 tuition remission does not apply to courses or programs when Selkirk College acts as a broker, where Selkirk College is in partnership with another institution, or to Co-op or work term fees.

ARTICLE 20 – COMPASSIONATE LEAVE

- 20.01 A regular employee shall be granted five (5) regularly scheduled consecutive work days leave without loss of pay or benefits in the case of the death of a parent, spouse/partner or child, including step child, foster child, sister, brother, and three (3) regularly scheduled consecutive work days leave without loss of pay or benefits in the case of the death of a grandchild, grandparent, mother-in-law, father-in-law, sister-in-law, or brother-in-law. Reasonable leave of absence without pay shall be granted for travel and estate affairs associated with such paid compassionate leave. One (1) day shall be granted without loss of pay or benefits to a regular employee to attend a funeral as mourner, provided such employee has the prior approval of his/her supervisor or department head.

Reasonable exceptions to the above definitions will be considered upon mutual agreement between the College and the Union.

ARTICLE 21 – GENERAL LEAVE21.01 Leaves of Absence Without Pay

An employee may apply for leave of absence without pay for personal reasons. When applying for such leave, the employee must state in writing the reason for the request and the duration of the proposed absence. The submission must be made to the Departmental Supervisor one week in advance of the requested leave, except in situations of extreme urgency. The Employer shall reply in writing to the request. Provided that the disruption in work required of the employee can be accepted by the Employer, arrangements will be made to grant such leave.

Upon completion of leave, the employee shall return to his/her job. If the employee's job is eliminated while the employee is on leave of absence, he/she shall be immediately informed in writing and shall have the opportunity to exercise his/her seniority rights.

21.02 Employees required to serve as jurors or court witnesses shall be given time off with full pay while so serving, providing that the employee turns over to the Employer any wages he/she receives for serving as a witness or juror.

21.03 Citizenship Leave

An employee shall be granted one (1) day's leave with pay to attend his/her formal hearing to become a Canadian citizen.

21.04 Employees who take a leave of absence to fill a temporary position will not be eligible to apply for other temporary positions during the term of the leave. This does not restrict employees from applying for permanent positions while on a leave of absence.

ARTICLE 22 – PREGNANCY/PARENTAL LEAVE

22.01 An employee shall be entitled to pregnancy/parental leave without pay for a period of up to one (1) year.

The employee may return to work during his/her leave of absence upon submission of one (1) month of notice of his/her intention to return to work. The employee shall resume employment at the same classification that she/he held when the pregnancy/parental leave commenced.

The employee shall continue to earn seniority and be eligible for health and insurance benefits during the pregnancy/parental leave.

The Employer will pay the Employer's share of the health and insurance premiums for up to eighteen (18) weeks or in accordance with the Employment Standards Act.

ARTICLE 23 – USE OF COLLEGE FACILITIES

23.01 Employees have the right to use the following College facilities:

- .1 Library. Borrowing privileges available without charge. Upon retirement an employee shall be issued a permanent individual library card.
- .2 Athletic facilities.
- .3 Food services.
- .4 Meeting room. The Employer will allow the use of a room for meetings of the Union, following normal booking procedures.
- .5 Parking. Parking facilities will be available on campus for all employees. The College shall provide, free of charge, at the home campus of each employee, a parking space for the motor vehicle of each employee covered by this agreement.
- .6 Housing.
- .7 Bulletin boards. The employer agrees to provide bulletin boards in each building in which five (5) or more employees are regularly working. They shall be displayed in permanent and prominent locations acceptable to the Employer and the Union.
- .8 Mail service. The Union shall be allowed the use of the Internal College mail system according to the established policy of the College.
- .9 Duplicating services. The Union shall be allowed the use of the College duplicating services according to the established rates set for customers of the Employer.
- .10 Office space. The Employer agrees to provide office space for Union use acceptable to the Union and the Employer.

23.02 All employees shall be given access to free Gym leisure passes. Those unable to use the College facilities may apply for a like amount of PD funding for other wellness programs. Both parties recommend that use of the College facilities have priority over privately operated facilities. Funding will be proportional for those employees who are not full-time. Decisions of the PD committee are final and binding on both parties.

ARTICLE 24 – TERM OF AGREEMENT

24.01 This agreement shall remain in effect for the period January 1, 2011 to December 31, 2012 A.D., but shall not terminate at the expiration of that period unless notice in writing of the termination has been given by one party to the other party not more than four (4) months nor less than two (2) months immediately preceding December 31, 2012. If no such notice is given, this Agreement shall remain in effect from year to year until termination by either party upon notice in writing not more than four (4) months nor less than two (2) months immediately preceding December 31 in any one year. Either party may within that period of four (4) months immediately preceding the date of expiry of this Agreement by notice, require the other party to the Agreement to commence collective bargaining.

24.02 The operation of sub-section (2) of Section 66 of the Industrial Relations Act is hereby specifically excluded and shall not be applicable to this Agreement.

THIS Agreement made and entered into this 25th day of May, 2011.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under Seal.

FOR SELKIRK COLLEGE

**THE PULP, PAPER AND WOODWORKERS
OF CANADA, LOCAL 26**

SCHEDULE "A"

Rates of Pay

PAY GRADE	CLASSIFICATIONS (as of May 28, 2011)	RATE OF PAY (effective Jan 1-2011-December 31, 2012)			
		Jan 1/11			
1	Co-op Education Project Cultural Assistant Fees Clerk (CE) Snow Removal	17.92			
2	Coordinator, Study Tour	18.90			
3	Clerical (On-call) Driver General Maintenance Office Assistant (Extension Centres) On-call Clerk PPWC Residence Clerk SCFA PD Clerk Weekend Attendant	19.89			
4 **	Building Service Worker Food Service Worker Weekend Switchboard/BSW	20.85			
5 **	Bookshop Clerk Cook Finance Support & Mailroom Clerk Sports Att/Student Activities Coordinator Switchboard Operator (On-call) Switchboard/Receptionist (Castlegar) Switchboard/Receptionist (SK)	21.84			
6	Admin Assistant, Campus Mgr Trail Aviation Accounts Clerk Library Tech Bookstore Library Tech Public Services Secretary, WKTEP Word Processing Clerk	22.80			
7	CE Secretary (Silver King) Disability Services Assistant Duplicating Centre Operator Finance Clerk KSA Finance Clerk Student Accounts Financial Aid Assistant Gen Asst to CM Athletic & Co-op Music Administrative Assistant On Call Finance Receptionist/Asst Tenth Street Senior Rec. & Facility Program Sign Language Interpreter Student Services Assistant Web Support Technician	23.79			

PAY GRADE	CLASSIFICATIONS (as of May 28, 2011)	RATE OF PAY (effective Jan 1-2011-December 31, 2012)			
		Jan 1/11			
8	Accounts Receivable Clerk Admin Assistant - Campus Mgr Admissions Officer CE Sec/Admissions-GF/Boundary Educational Recruitment Coord Finance Clerk Groundskeeper International Admissions Lib Tech Catalog/Public Svs Records Officer RRS Equip and Van Attendant School Admin Assistant Storeperson	24.77			
9	Accounts Payable Clerk Acquisition Technician Bookstore Coordinator Campus Facilities Coordinator Coordinator Admission Services Donor Development Alumni Donor Development Coordinator Junior Buyer Payroll Officer System Support Analyst Tradesman	25.73			
10 **	Client Support Analyst (SRS) Executive Chef Graphic Designer Health & Safety Coordinator Maintenance Secretary Dispatch Records & Reg. System Tech. Senior Payroll Officer System Specialist 1	26.74			
11	Communications Coordinator Financial Aid Officer Institutional Marketing Coord Institutional Research Assist Journeyman Program Marketing Coordinator System Specialist II Web Developer	27.80			
12	Buyer Director of Mtnce - Aviation Journeyman Field Technician	28.88			

The Lead Hand rate will be a stipend based on 10% of the highest rated classification under their supervision.

New pay grade steps, above step 12, will be created when there is a demonstrated need, subject to the approval of the College President and Vice-President Administration. The increments for these steps will maintain the integrity of the pay grades (equal increments) as per the present Job Evaluation Plan.

** The rate of pay for all food service worker positions is determined by Appendix I for the term of this Collective Agreement.

*** The annual base wage increase for any year(s) of the four base wage increases shall be increased by the difference, if any, between the base wage increase for that year and a higher base wage increase for that year as provided for in the compensation template that is agreed upon at the 2006 support staff compensation table. Should the Template Table settled for a two-year term of July 1, 2006 to June 30, 2008 at 3 % base wage increase for each of those two years, then PPWC Local 26 will receive another 0.9% base wage increase (i.e., an annual increase of 3% instead of 2.1%) for each of those two years, but would still receive just a 2.1% base wage increase for each of the third and fourth years (2008-10) of the agreement.

APPENDIX "B"

Letter of Understanding

re: Contracting Out, under Article 3.07 of the Collective Agreement

1. The parties agree that problems arising from contracting out will be discussed. It is recognized that the more serious the result of the contracting out the more formal the committees for discussion will be. The parties will meet after ratification to discuss this matter.
2. Where contracting out results in restructuring, a loss of position or a loss of employment, a minimum written notice period of thirty (30) days will be provided to the individual(s) affected and to the Union.
3. In such cases as described in (2) above, the Employer agrees to provide the Union with the rationale and the relevant data used in making their decision and to discuss fully the concerns and suggestions of the Union. Within ten (10) days of written notice being served, the parties will meet and within thirty (30) days of this date the choice in (4) below will be made.
4. Where a conflict arises under Article 3.07 that results in a loss of employment the Union may, within the time period set out in (3.) above refer the dispute to either:
 - a. Section 112 of the Industrial Relations Act where the terms of reference will be
 - i. the substantial savings or significant increase in efficiency
 - ii. the impact of contracting out on the bargaining unit
 - b. To binding Arbitration under Article 17.04 where the Arbitration Board, in determining whether the Employer has demonstrated a substantial savings or significant increase in efficiency, will weigh the impact of contracting out on the bargaining unit in making their decision.

A referral to Arbitration or to Section 112 will not restrict the Employer from implementing their plans to contract out.
5. If an employee is displaced to a lower job as a result of contracting out, his/her rate of pay will be maintained as set out in Article 1.07.
6. If an employee is laid off as a result of contracting out the employee will have the option of either going on the recall list as set out in Article 14 or waiving recall rights and accepting severance pay as set out in Article 1.07(4).
7. Bumpings and transfers resulting from contracting out will be carried out in accordance with Article 14 and Article 1.07 respectively.

APPENDIX "C"

Letter of Understanding re: Student Work

The Union recognizes and agrees that from time to time during the term of this Agreement there will be work projects conducted within the College by students who will not be members of the Union.

Student Work shall be divided into two categories:

A. Unpaid Student Work

1. Students may work in order to gain practical experience. Such students
 - are not employees,
 - are not within Union certification, and
 - will not be paid.
2. Unpaid student work is limited to two students per semester per department for a period not to exceed three consecutive weeks, except as noted in clause A4.
3. A PPWC member may volunteer to be responsible for supervising a practicum student. If a member does not volunteer, a student cannot work within that department.
4. The College and PPWC recognize the need to provide students from the Resort and Hotel Management, Professional Cook Levels I and II practical experience, as an integral part of their educational studies and perform effectively in post education employment. In order to facilitate these goals and respect PPWC representation of work performed by presently classified positions, the parties agree that during each annual September 1st to May 1st period, the College will make available the following instructional based catering events to provide a workplace training experience for students from the Resort and Hotel Management, Professional Cook Levels I and II programs:

3 Large Banquets of over 250 served capacity
2 Small Banquets of 75-100 served capacity
5 Student organized events (e.g., Casino Night)

In addition, the following events and programs will continue to be staffed in accordance with past practice:

1 Annual Foundation Gala (currently Festival of the Trees)
1 Community Based Charity Event
8 Advisory Committee Luncheons

Resort and Hotel Management, Professional Cook 2 student run Dining Operations as presently known as Scholars Dining Room

Catering events outside the above stated events and programs would require PPWC participation in accordance with present Collective Agreement terms.

B. Paid Student Work

1. Student Work Programs

- a) These positions are funded through the College's operating grant. The College uses these positions to provide work experience and student aid to students.
- b) Students employed in student work programs, in the departments specified in the attached definitions, are subject to the following limitations:
 - No more than one student per department per year. Notwithstanding this limitation, the Gymnasium and Music Departments may employ up to six (6) students each.
 - The International Education program may employ up to six (6) Cultural Assistants. These positions would be limited to the academic year and would not relate to any summer positions.
 - Hours of work shall be scheduled in accordance with the terms of the program providing funding.
 - Such students are not covered by the PPWC Collective Agreement.
 - Such students will be paid according to the terms of the program providing the funding.
- c) A committee shall be formed for the purpose of allocating positions filled within this type of program. This committee shall consist of the Financial Aid Officer, a representative of the Human Resource Department and a member of the PPWC executive.

2. Co-op Students

- a) Students employed by the Employer who are registered in the Selkirk College Co-op program, shall be considered Co-op students.
- b) Co-op students shall be covered by the following provisions of the PPWC Collective Agreement only: the Preamble, Articles 1.01, 1.03, 2.01, 3.08, 3.09, 4, 5, 7, 16, 17, 24, the membership provisions in 1.09 and the Union dues provisions in Article 3.
- c) There shall be only one Co-op student placement per department per Co-op work term. Notwithstanding this clause, the Computer Centre may employ up to two Co-op students.
- d) Work terms for Co-op positions need not be advertised for competition other than in the Co-op office.
- e) Co-op students shall be paid a base rate of \$12.00 per hour, plus 12% in lieu of vacations, statutory holidays and benefits.
- f) The Employer agrees to provide the Union with a copy of all approved Co-op positions.

“Department” is defined as those areas specified in the table at the end of this letter.

The Employer agrees that no employee shall lose his/her job through students performing work normally done by employees in the bargaining unit. If all PPWC positions in any department (as specified in the department definitions) become vacant, no student worker shall be placed in that department.

Disputes arising out of this letter shall be dealt with through the grievance procedure of the Collective Agreement.

This Appendix C Letter of Understanding re: Student Work expires at the end of the current agreement.

FOR SELKIRK COLLEGE:**FOR PPWC LOCAL 26:**

Student work placements are subject to the following schedule that, for the purposes of this letter, defines “department”:

DEPARTMENT	SUPERVISOR
Finance	Director, Finance and Ancillary Services
Mailroom, Duplicating	Director, Finance and Ancillary Services
Word Processing, Castlegar Switchboard	Campus Manager – Castlegar
Library – Castlegar	Department Head – Library
Library – Nelson	Department Head – Library
Bookshop – Nelson	Bookshop Manager
Bookshop – Castlegar	Bookshop Manager
Cafeteria – Nelson	Director, Finance and Ancillary Services
Cafeteria – Castlegar	Director, Finance and Ancillary Services
Custodial/Maintenance – Castlegar	Director of Facilities
Custodial/Maintenance – Nelson	Director of Facilities
Student Services – Castlegar	Dean, Student Development/Registrar
Student Services – Nelson	Dean, Student Development/Registrar
WKTEP	WKTEP Coordinator
Purchasing	Director, Finance and Ancillary Services
Aviation	Chair, School of Business and Aviation
Gym	Campus Manager – Castlegar
Audio Visual	Department Head, Computer Services
Computer Centre	Department Head, Computer Services
Community Education – Nelson	Nelson CE Coordinator
Community Education – Castlegar	Castlegar CE Coordinator
Support Services – Nelson	Campus Manager – Nelson
Support Services – Trail	Campus Manager – Castlegar
Toolrooms – Nelson	Chair, School of Industry and Trades Training

DEPARTMENT	SUPERVISOR
Forestry Equipment Room	Chair, School of Renewable Resources
Music	Chair, School of Digital Media, Music and Information Technology
Health and Safety	Director, Human Resources
Residence	Residence Manager
Foundation	Director, Advancement and Development
International Education	Department Head (International Education)
each satellite campus	local Extension Centre Coordinators

APPENDIX “D”

Job Groupings re: Article 12.03.2

Group A

Clerical

Group F

Bookstore

Group B

Facilities and Maintenance

Individual Accumulations

Financial Aid officer
 Health & Safety Co-ordinator
 Sports Equipment Attendants
 Toolroom Attendants
 Renewable Resources Lab Worker
 Records/Admissions (N, C)
 Computer Technician
 AV Technician
 Buyer
 Fees Clerk
 Student Activity Coordinator (N, T)
 Drivers
 Aircraft Maintenance Engineer
 Aircraft Maintenance Assistant
 Sign Language Interpreter
 Student Accounts Clerk
 Administrative Database Assistant

Group C

Finance/Payroll

Group D

Library

Group E

Food Services

APPENDIX "E"

Letter of Understanding re: 139

- A. Selkirk College and the Pulp, Paper and Woodworkers of Canada, Local 26, Selkirk College Bargaining Unit (hereinafter called the Union) hereby agree to the following definitions for the exclusion of employees:
 - 1. Any position that has significant supervisory (active involvement in hiring, discipline, discharge, and assigned responsibility for performance evaluation) and/or management responsibilities. (This category would also include the position of Budget and Systems Analyst and Foundation Development Officer.)
 - 2. The position that provides secretarial/administrative assistance to a member of the Management Committee.
 - 3. Any position dealing directly with Labour Relations and/or Personnel matters.
- B. Selkirk College and the Union agree that by application of the definitions in A above, Schedule "F-1" reflects those positions that will be included in the bargaining unit subject to clause C below, and Schedule "F-2" reflects those positions that are excluded from the bargaining unit subject to clause D below.
- C. Selkirk College will commit to the Union that those positions identified in Schedule "F-1" will come under Union status after the current incumbent leaves the position or as provided in Schedule "F-1", subject to no significant changes in the job duties occurring during this time period which would result in the above definitions applying.
- D. The Union will commit that the positions identified in Schedule "F-2" will be excluded and will not be the subject of later challenges as to status unless significant changes in job duties occur which affect the definition of the position.
- E. Selkirk College and the Union agree that any new jobs created in the future will have the same definitions applied to them in order to determine the appropriate status of the positions. In addition, the College will agree to provide the Union with reasonable notice (to discuss the appropriate status) whenever any new position is created.
- F. In the event the parties are unable to reach agreement on the application of the terms "significant change" in clauses C and D above, or on the application of the definitions for new positions as provided in clause E, the parties agree to seek a determination from the Labour Relations Board or its successor body.

The parties have executed and are in agreement with this Letter of Understanding dated the 20th day of June, 1994 in the City of Castlegar BC.

FOR SELKIRK COLLEGE:

FOR PPWC LOCAL 26:

SCHEDULE "F-1"

Financial Aid Officer (J. Van Hemert)	
Contact Clerks (J. Van Hoogevest, J. Otto)	– effective immediately
Co-op Education Coordinator (L. Green)	
Information Services - Publications (J. Lintz)	
Homestay Coordinator (P. Archambault)	
Confidential Secretary - Department Heads (S. Blakeway)	– effective September/95
Secretary - Music Department (S. Hill)	– effective September/ 94
Health & Safety Office/Residence Manager (P. Rodrick)	

The College will commit to deliver job descriptions for the above positions by July 31, 1994.

FOR SELKIRK COLLEGE:

FOR PPWC LOCAL 26:

SCHEDULE "F-2"

- Open Learning Coordinator (G. Ehman)
- Ancillary Services Manager (T. Baugh)
- Facilities Manager (W. Konkin)
- Controller (P. Henriksen)
- Program Coordinator – Developmental Studies (M. Work)
- Registrar (J. Aslin)
- Budget & Information Systems Manager (C. Mercer)
- Co-op Education Manager (B. Smith)
- Assistant Manager – Construction (S. Podovennikoff)
- Extension Centre Supervisor (A. Holtby)
- Foundation Development Officer (F. Lee)
- Bookshop Manager (J. McKay)
- Job Entry Coordinator (L. Read)
- Campus Manager Castlegar (P. Jacklin)
- Administrative Assistant (J. Wray/S. Parsons)
- Administrative Assistant – Personnel & Employee Relations (L. Lalonde)
- Confidential Secretary – Personnel & Employee Relations (Pam Hackett)
- Extension Centre Coordinators (R. Thompson, D. Chernoff, C. Zibin, C. Faint, B. Morrison-Morgan)
- FRDA Coordinator (A. Anderson)
- Information Officer – College Relations/ Institutional Research Administrative Assistant (R. Patton)
- Executive Secretary (M. Poohachoff, L. Areshenkoff)
- Career Resource Centre Coordinators (C. Medland, L. Webber)
- Sports & Recreation Coordinator (P. Zeeben)
- Confidential Secretary – International Education (L. Sherstobitoff)

The College will commit to deliver job descriptions for the above positions by October 31, 1994.

FOR SELKIRK COLLEGE:

FOR PPWC LOCAL 26:

APPENDIX "G"

Letter of Understanding re: Contracting Out

Notwithstanding Article 3.07 and Appendix B, the College agrees that during the period effective the date of signing, there will be no contracting out of work which would result in any employee losing his/her job.

This letter of understanding expires at the end of the current agreement.

Signed on behalf of Employer:

Signed on behalf of Union:

APPENDIX "H"

Recognition of Long Service

The College has committed to provide PPWC employees who have been employed by the College for 20 years or more, an annual bonus day off. Commencing the twentieth year of service, each employee will be entitled to one bonus day off. This day will be taken on the employee's birthday, or an alternate working day mutually agreed upon by the supervisor and employee. If the birthday falls on a regular day off, the bonus day is to be taken on a working day mutually agreed upon by the employee and supervisor.

Signed on behalf of Employer:

Signed on behalf of Union:

APPENDIX "I"

Letter of Understanding re: Cafeteria Operation

The Union will agree that rates of pay for all Cafeteria workers will be 20% less than the rates outlined in Schedule "A".

The College will agree to not seek further wage rollbacks during the life of this agreement.

This letter of understanding expires at the end of the current Collective Agreement.

Signed on behalf of Employer:

Signed on behalf of Union:

APPENDIX "J"

Letter of Understanding re: Cafeteria Operation

Effective March 31, 2011 the 1% of the gross wages for all PPWC Support Staff that the Union had previously agreed to contribute to address the budget shortfall in the College's cafeterias will be reduced to .5%. Effective March 31st, 2012 this donation will end completely. This donation will be used specifically and exclusively for that purpose.

The College requires the continued support of the PPWC membership while implementing changes in the cafeteria operations. These changes are in an effort to ensure the long term viability of the operations. The College will not seek a continuation of this donation from the PPWC membership in future rounds of bargaining.

Signed on behalf of Employer:

Signed on behalf of Union:

APPENDIX “K”

Letter of Understanding re: Fiscal Dividend

THE PARTIES AGREE AS FOLLOWS:

Having agreed the term of the Collective Agreement to be from January 1, 2006 through to December 31, 2010 a Fiscal Dividend Bonus may be paid from a one-time fund (the “Fund”) generated out of monies, in excess of \$150 million, surplus to the BC government, as defined in the Province’s audited financial statements, for the fiscal year 2009-10.

1. If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as is reasonably practicable.
2. The quantum of the Fund accessible for the parties to this agreement will be based on the Province’s audited financial statements as at March 31 2010. The Fund will be determined as follows:
 - a. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
 - b. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
 - c. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers’ Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
 - d. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.
3. The Fiscal Dividend Bonus will be paid to each member of the bargaining unit who is employed by the institution on March 31, 2010.
4. The Fiscal Dividend Bonus shall be a one-time payment paid to each full-time equivalent employee and paid to each part-time employee on a pro-rated basis. For the purpose of the determination of the amount of the Fiscal Dividend Bonus, a full-time equivalent employee is a regular or non-regular employee who worked on a full-time basis for the period of April 1, 2009 to March 31, 2010. The Fiscal Dividend Bonus for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the employee worked. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee’s Fiscal Dividend Bonus:
 - maternity or parental
 - short-term disability
 - long-term disability that commenced between April 1, 2009 to March 31, 2010
5. The Fiscal Dividend Bonus shall be paid to employees as soon after March 31, 2010 as is practicable for the institution to determine and pay the Bonus amount to employees.

APPENDIX “L”

Letter of Understanding re: Compensation Re-Opener

The Collective Agreement is being negotiated in accordance with the PSEC Mandate established by Government for the current collective bargaining.

Selkirk College agrees that, in the event that Government decides to modify the PSEC Mandate as it applies to the entire Public Service and Public Sector during the term of the Selkirk College/The Pulp, Paper and Woodworkers of Canada, Local 26, Collective Agreement arising from the current collective bargaining, PPWC Local 26 will have the opportunity to renegotiate the total compensation for the balance of the term of the Collective Agreement.

This opportunity to renegotiate will relate to total compensation only and such negotiations will be governed by the revised PSEC Mandate and will be subject to approval by the Post-Secondary Employers' Association (PSEA). This renegotiation will not result in the early termination of the Collective Agreement.

This Letter of Understanding expires at midnight on December 31st, 2012.

Signed on behalf of Employer:

Signed on behalf of Union:
