

COLLECTIVE AGREEMENT

between

SELKIRK COLLEGE

and

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

January 1, 1997 to December 31, 1999

TABLE OF CONTENTS

PREAMBLE

1. Article 1 Union Recognition
2. Article 2 Management Rights
3. Article 3 Union Security and Check-off Deductions
4. Article 4 Union Time Off
5. Article 5 Hours of Work
6. Article 6 Wages and Matters Incidental Thereto
7. Article 7 Overtime
8. Article 8 Statutory Holidays
9. Article 9 Vacations
10. Article 10 Sick Leave
11. Article 11 Employee Benefits
12. Article 12 Seniority
13. Article 13 General Provisions
14. Article 14 Role of Seniority in Layoffs
15. Article 15 Dismissal and Resignations
16. Article 16 Safety
17. Article 17 Grievance Procedure
18. Article 18 Classifications
19. Article 19 Educational Benefits
20. Article 20 Compassionate Leave
21. Article 21 General Leave
22. Article 22 Maternity/Parental Leave
23. Article 23 Use of College Facilities
24. Article 24 Term of Agreement

Schedule "A" Rates of Pay

Appendix "B" Letter of Understanding re: Contracting Out

Appendix "C" Letter of Understanding re: Student Work

Appendix D Job Groupings re: Article 12.03.1

Appendix E Letter of Understanding re: Vacation Adjustments

Appendix F Letter of Understanding re: 139

Schedule F-1

Schedule F-2

Appendix G Letter of Understanding re: Contracting Out

Memorandum Re: Recognition of Long Service

THIS AGREEMENT made and entered into this 24 day of April, 1997,

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:

[BACK TO TABLE OF CONTENTS](#)

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 Casual and temporary employees shall mean any 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 Union.
- 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.

- 1.04 During the term of this Agreement, the Union and its members shall not authorize nor 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. In the event that a regular employee is displaced, he/she shall be offered an opportunity to bid on jobs held by employees with less seniority, providing the displaced employee possesses the qualifications required of the job held by the junior employee.

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 a technological change will be provided with one of the following alternatives:

- .1 Transfer to another existing and available position in the College for which the employee is qualified.
 - .2 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.
 - .3 A severance allowance of one (1) week's salary for each year of service to a maximum payment of four (4) months.
- 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.
- 1.11 On commencement of employment, the Employer will provide each new employee with a letter of introduction and the names of the union executive and stewards.

[BACK TO TABLE OF CONTENTS](#)

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.

[BACK TO TABLE OF CONTENTS](#)

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.

[BACK TO TABLE OF CONTENTS](#)

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 shall be elected or appointed by the Union, consisting of not more than five (5) employees. 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.

[BACK TO TABLE OF CONTENTS](#)

ARTICLE 5 HOURS OF WORK

5.01 The regular work day for full-time maintenance, custodial and cafeteria staff 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. Custodians 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.

[BACK TO TABLE OF CONTENTS](#)

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 the afternoon shift shall be paid a shift differential of sixty (60) cents per hour, employees required to work night shift shall be paid a shift

differential of seventy (70) cents per hour, employees required to work on Saturday and/or Sunday shall receive a weekend bonus of eighty (80) cents per hour. The payment of the weekend bonus shall not preclude payment of 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 continued in the position for more than one (1) day the employee shall receive the applicable rate from the first day.

[BACK TO TABLE OF CONTENTS](#)

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 by the Employer or, when meal facilities are not available, a payment of \$12.00 in lieu of.
- 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.

[BACK TO TABLE OF CONTENTS](#)

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
Good Friday

Labour Day
Thanksgiving Day

Easter Monday
Commonwealth Day (May)
Dominion Day (July 1)
British Columbia Day (August)

Remembrance Day
December 24
Christmas Day
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 this/her regular pay for that holiday double his/her regular rate of pay for the time worked.
- 8.03 Casual 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.

[BACK TO TABLE OF CONTENTS](#)

ARTICLE 9 VACATIONS

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 equal to six point four percentum (6.4%) of the number of days he/she worked prior to the said June 30 in the succeeding year. In computing the number of days, fractions will be taken to the nearest half-day.

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 casual 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 Employees who are normally paid by cheque will receive vacation pay prior to the commencement of their vacation provided they submit a written request to the College five (5) working days in advance of the commencement of vacation. Employees who are paid by bank deposit will have their wages deposited in the usual manner.

9.05 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.

9.06 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 submitted to the Personnel Manager.

9.07 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.

9.08 Casual 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.

9.09 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.

If December 24 (Christmas Eve) occurs on a Saturday or Sunday, the Statutory Holiday will be observed between Christmas and New Year's Day.

9.10 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.

9.11 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.

[BACK TO TABLE OF CONTENTS](#)

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 physician 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 Casual and temporary employees will be paid sick leave on a pro-rata basis in accordance with Clause 10.02.
- 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 up to a maximum of three (3) days at any one time for this purpose.
- 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.

[BACK TO TABLE OF CONTENTS](#)

ARTICLE 11 EMPLOYEE BENEFITS

- 11.01 All eligible employees shall participate in the Municipal Superannuation Plan of B.C.
- 11.02 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%).
- 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 Casual 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 casual, temporary, and part-time employees (hereinafter called employees) will be administered as follows:

- .1 Employees may participate in the Medical Services Plan of B.C. (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 Pension Buyback

The Employer will match the employee's contribution for three (3) years of additional pensionable service (*effective January 1, 1998*): for work at Selkirk College for employees who retire between the age of 55 and 65 who have ten (10) years of service with the Employer and who are eligible under the Municipal Pension Plan.

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

11.12 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 least time remaining prior to retirement; and
3. employees with greater seniority.

An employee who wishes to be considered for an early retirement incentive must make the necessary application by December 1. The Employer will consider all applications and responses will be made to employees within three (3) months.

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.

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>Total Pay out</u>	<u>Pay out as of Jan 1, 1998</u>
1	15% of salary	20% of salary
2	30% of salary	40% of salary
3	45% of salary	60% of salary
4	60% of salary	80% of salary
5	75% of salary	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 in account the individual employee's personal circumstances.

- 11.13 An employee who has been granted an early retirement incentive and who wishes to opt for contribution matching of pension buy back under Article 11.11 will have the value of the Employer's buy back contribution deducted from the early retirement incentive payments until the Employer's contribution has been recovered. *Note: This article is to be deleted effective January 1, 1998.*
- 11.14 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.

[BACK TO TABLE OF CONTENTS](#)

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) 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.
- Casual 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.
- 2) Casual 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.
- 3) The 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. The seniority date for all employees shall be from the original date of employment.
- 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 casual 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 An employee is transferred to or is the successful applicant for a 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, and after consultation with the Union, and if the transfer is to be of a permanent nature, subject to the provisions of Article 12 of this Agreement.
- 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.

[BACK TO TABLE OF CONTENTS](#)

ARTICLE 13 GENERAL PROVISIONS

- 13.01 When a vacancy occurs or a new position is created, the Employer shall 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.

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

13.02 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, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 12.

13.05 The successful applicant shall be placed on probation for a period of three (3) months.

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 The senior applicant for a vacant position, who does not possess the required qualifications for the position, will be considered for the promotion 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, hiring, 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 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 and 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:

Level 3 Industrial First Aid	\$125.00 per month
Level 1 Standard or Survival First Aid	\$50.00 per month

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.

[BACK TO TABLE OF CONTENTS](#)

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:

Years of Service	Notice
0 to 2 Years	10 Days
2 to 4 Years	20 Days
4 to 6 Years	30 Days
6 to 7 Years	35 Days

8 Years and over

40 Days

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

- 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 week s pay for each year of service without right of recall.
- 14.08 Bumping Procedure

The Bumping Procedure shall be as follows:

- 1) Employees in receipt of a lay-off notice will be offered the following options in accordance with Article 14:
 - a) lay-off with recall rights for one (1) year
 - b) exercise seniority rights
 - c) accept a severance payment according to clause 14.07.
- 2) The administration of seniority rights shall be as follows:
 - a) a 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 possess the minimum qualifications.
 - c) a 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).

- f) a full 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 full time position in that particular classification becomes available.

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.

[BACK TO TABLE OF CONTENTS](#)

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 termination of employment.
- 15.03 Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal or discipline may follow any repetition of the act complained of, or omission referred to, or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer shall forthwith give written particulars of such censure to the Secretary of the Union. The employee will be accompanied by the Job Steward.
- 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 offense. 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.

[BACK TO TABLE OF CONTENTS](#)

ARTICLE 16 SAFETY

- 16.01 The parties shall cooperate in continuing and perfecting safety measures now in effect.
- 16.02 A Safety Committee shall be established and composed of three (3) representatives appointed by the Employer, and three (3) representatives of the Union.
- 16.03 The Safety Committee shall hold meetings as requested by the Union or by the Employer 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.

[BACK TO TABLE OF CONTENTS](#)

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 effort shall be made to settle the dispute in the following manner:
- Stage 1: The employee or employees concerned, in person, with or without a Union representative, shall first seek to settle the dispute with the Supervisor.
- Stage 2: Failing a satisfactory settlement within two (2) working days after the dispute was submitted under Stage 1, the employee or employees concerned (with or without a Union representative) may submit the dispute, which shall be stated in writing, to the Vice President Administration.
- Stage 3: Failing a satisfactory settlement within three (3) working days after a grievance has been submitted under Stage 2, the dispute 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 Union's representative within seven (7) working days of being requested to so meet. The representatives of the Union shall submit the dispute to the President or the 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 a Board of Arbitration.

- 17.02 If a dispute is not submitted within forty (40) 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. Saturdays, Sundays, and Statutory Holidays shall not be counted in determining the time within which any action must be taken.
- 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 A Board of Arbitration shall consist of three (3) members: one to be selected by the Employer and one by the Union, within five (5) days of either party being notified by the other party of its desire to refer the dispute to a Board of Arbitration. There shall also be a third mutually acceptable person, who shall act as Chairperson, to be chosen by the two persons so selected. In the event that the Employer and the Union are unable to agree upon the selection of the third member of the Board of Arbitration within a period of five (5) days after notice of the appointment of the members of the Board by the parties, the Minister of Labour of the Province of British Columbia shall be requested to appoint such a third member. The decision of the Board of Arbitration or of a majority thereof, shall be final and binding upon the parties, but in no event shall the Board of Arbitration have the power to alter, modify, or amend this Agreement in any respect.
- 17.05 The Arbitration Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. The Arbitration Board shall commence its proceedings within ten (10) days, or sooner, after the Chairperson is appointed. It shall hear and determine the difference or allegation, and render a decision within ten (10) days from the time the Chairperson is appointed. The decision of a majority shall be the decision of the Arbitration Board.
- 17.06 Each party shall pay the expenses of the member of the Board of Arbitration chosen by it and all expenses incurred in connection with the presentation and preparation of its own case, but the parties shall share equally the expenses of the third member of the Board of Arbitration.
- 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(s) 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.

[BACK TO TABLE OF CONTENTS](#)

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 College will pay the costs of having two Union participants on the Joint Job Evaluation Committee.

[BACK TO TABLE OF CONTENTS](#)

ARTICLE 19 EDUCATIONAL BENEFITS

- 19.01 Employees who enroll 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.
- 19.03 The following items will form the basis of the Selkirk College Apprenticeship Program. These items will be agreed to and binding upon both parties:
- .1 Management personnel may provide the apprentice on-the-job training and perform bargaining unit work, for instructional purposes only.
 - .2 During the first year of the apprenticeship, the apprentice will be paid the rate of the General Maintenance - Pay Grade 3. During the second year of the apprenticeship, the apprentice will be paid at the Repairman rate - pay Grade 4. During the third and fourth year of the apprenticeship, the apprentice will be paid at the Tradesman rate - pay Grade 6. Should the above apprentice pay schedule become less than the percentages outlined in the Apprenticeship Wage Regulations, the Regulations will apply.
 - .3 The College is not committed to provide a journeyman tradesman position upon completion of the Apprenticeship Program. If a position is not available upon the successful completion of the Apprenticeship Program, the employee will be laid off in accordance with the terms and conditions of the Collective Agreement.
 - .4 Maintenance positions which are established to accommodate apprenticeship training will be advertised in the normal manner, but Selkirk College shall have the latitude to select the individual who it feels will have the ability to meet the requirements of the position and who satisfactorily meets the requirements of any tests or examinations which the College may use to determine an individual's

aptitude for the apprenticeship position. If two candidates have equal abilities and aptitudes, as deemed necessary by the College, seniority will apply in selecting the successful applicant.

- .5 The College will pay one hundred percent (100%) of course fees for courses which the College deems relevant for apprenticeship training.
- .6 Time spent by the apprentice in attending apprenticeship courses and apprenticing will be deemed as time worked. Time lost as the result of illness, strike, lockout, or extended leaves of absence will not be deemed as time worked.
- .7 The apprentice will not lose any pay or other benefits of the Collective Agreement. However, all wage related remittances from outside agencies shall be deducted from the apprentice's wage.
- .8 Should the apprentice not be able to complete the Apprenticeship Program he/she will be removed from the program and returned to a position in keeping with his/her qualifications, abilities, and seniority.
- .9 A Joint Apprenticeship Committee will be established to monitor, assist, and report upon the College Apprenticeship Program. The Committee will consist of two management and two union representatives. In case of dispute, this Committee will seek the advice and assistance of the Ministry of Labour, Apprenticeship Branch. It is further understood that the College maintains the ultimate authority for operating the Selkirk College Apprenticeship Program.
- .10 A PPWC representative will be given a place on the College selection committee for the Apprenticeship Program.

19.04 Employees are encouraged to enroll 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.

[BACK TO TABLE OF CONTENTS](#)

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, and three (3) regularly scheduled consecutive work days leave without loss of pay or benefits in the case of the death of a sister, brother, 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 leave. One-half (.5) day shall be granted without loss of pay or benefits to a regular employee to attend a funeral as pallbearer, 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.

[BACK TO TABLE OF CONTENTS](#)

ARTICLE 21 - GENERAL LEAVE

21.01 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.

[BACK TO TABLE OF CONTENTS](#)

ARTICLE 22 - MATERNITY/PATERNAL LEAVE

22.01 An employee shall be entitled to maternity/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 maternity/parental leave commenced.

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

[BACK TO TABLE OF CONTENTS](#)

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.
- .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 PD funding for Gym leisure passes. Those unable to use the College facilities may apply for a like amount of 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.

[BACK TO TABLE OF CONTENTS](#)

ARTICLE 24 - TERM OF AGREEMENT

24.01 This agreement shall remain in effect for the period January 1, 1997 to December 31, 1999 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, 1999. 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 24th day of April, 1997.

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

SELKIRK COLLEGE BOARD

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

[BACK TO TABLE OF CONTENTS](#)

SCHEDULE A

Rates of Pay

GRADE	CLASSIFICATION RATE OF PAY
1	Fees Clerk Student Activities Coordinator (Nelson) Student Activities Coordinator (Trail) 14.25
2	Circulation Clerk (PT, On-Call, FT) Bookshop Clerk (Castlegar) WHMIS Clerk 15.16
3	Bus Drivers Clerk Typist ABE Bookshop Clerk (Nelson) Periodicals Clerk Food Service Worker Clerk Typist (Extension Centres) Continuing Education Clerk Sports & Equipment Attendant 16.07
4	Senior Sports & Equipment Attendant Weekend Switchboard/Receptionist Evening Switchboard/Receptionist Trail Secretary Accounting Clerk

- 5 MailRoom Bookings Clerk
- Building Service Worker
- Career Resource Centre Secretary
- Office Assistant
- Library Services Secretary
- Resource Centre Clerk
- Toolroom Attendant (Automotive)
- Toolroom Attendant (Metal Trades)
- Admissions Assistant
- Word Processing Operators
- Student Services Secretary
- Switchboard/Receptionist (Nelson)
- Senior Food Service Worker
- 16.98
- 5 Media Resource Person
- Acquisitions Clerk
- Financial Aid Processor
- Switchboard/Receptionist (Trail)
- Coop Education Assistant
- Continuing Education Secretary (Midway)
- Switchboard/Receptionist (Castlegar)
- Continuing Education Admissions
- Payroll Processor
- Freight Handler/Waste Water Operator
- Cataloguing Technician
- Cook
- Homestudy Secretary
- 17.89
- 6 Tourism Secretary
- Grounds/Facilities Worker
- Accounts Payable Clerk
- Renewable Resources Lab Worker
- Admissions/Impact Training Secretary
- BCFCSN Secretary
- Continuing Education Secretary
- WKTEP Secretary
- Duplicating Centre Operator
- Instructional Services Secretary
- Aviation Clerk
- Records Officer (Nelson)
- Records Officer (Castlegar)
- Accounts Receivable Clerk
- Library Information Assistant
- Purchasing Assistant
- 18.80
- 7 Senior Bookstore Clerk
- Maintenance Assistant
- Admissions Officer (Castlegar)
- Admissions Officer (Nelson)
- 19.71
- 8 Confidential Secretary
- Computer Technician
- Journeyman Horticulturalist/Painter/Floor Layer/Mechanic

	Senior Cook
	Accountant
	Buyer
	20.62
9	Pay and Benefits Officer
	21.53
10	A/V Technician
	Journeyman Carpenter
	Journeyman Plumber
	22.47

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

Effective March 31, 1999 - One percent (1%) across the board increase.

Effective Nov. 30, 1999 - One percent (1%) across the board increase.

[BACK TO TABLE OF CONTENTS](#)

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(3).
- 7. Bumpings and transfers resulting from contracting out will be carried out in accordance with Article 14 and Article 1.07 respectively.

[BACK TO TABLE OF CONTENTS](#)

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.
- 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.

B. Paid Student Work

- 1. Student Work Programs
 - a. These positions are separately and specifically funded by various Government programs aimed at providing work experience and student aid to students (Work Study, Challenge, etc.).

- 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.
 - 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 Personnel 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 1.11 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 Center 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 \$11.00 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.

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
Word Processing, Mailroom, Castlegar
Switchboard
Campus Manager - Castlegar
Library - Castlegar
Department Head - Learning Resource Services
Library - Nelson
Department Head - Learning Resource Services
Bookstore - Nelson
Bookshop Manager
Bookstore - Castlegar
Bookshop Manager
Cafeteria - Nelson
Facilities and Ancillary Services Director
Cafeteria - Castlegar
Facilities and Ancillary Services Director
Custodial/Maintenance - Castlegar
Facilities and Maintenance Manager
Custodial/Maintenance - Nelson
Facilities and Maintenance Manager
Student Services - Castlegar
Registrar
Student Services - Nelson
Campus Manager - Nelson
WKTEP
WKTEP Coordinator
Purchasing, Duplicating
Facilities and Ancillary Services Director
Aviation
Aviation Department Head
Gym
Coordinator - Sports Facilities and Programs
Audio Visual
Computer Manager
Computer Centre
Computer Manager
Continuing Education - Nelson
Nelson CE Coordinator
Continuing Education - Castlegar
Castlegar CE Coordinator
Support Services - Nelson
Campus Manager - Nelson
Support Services - Trail
Campus Manager - Trail
Toolrooms - Nelson
Mechanics/Welding Department Head
BC Forestry Continuing Studies Network
BCFCSN Coordinator

Forestry Equipment Room
Forestry Department Head
Music
Music Department Head
Health and Safety
College
Residence
Residence Manager
each satellite campus
local Extension Centre Coordinators

[BACK TO TABLE OF CONTENTS](#)

APPENDIX D

Job Groupings re: Article 12.03.1

Group A

Clerk Typist _ A.B.E.
_ Extension Centre
_ Forestry Extension
C.E. Secretary (KV, GF, Cgar)
C.E. Clerk
Switchboard/Rec (N, C, T)
Weekend/Evening Switchboard
Trail Secretary
Career Resource Secretary
Admissions Asst.
Student Services Secretary
Music Secretary
WHMIS Clerk
Co-op Assistant
C.E. Admissions
Tourism Secretary
Home Study Secretary
Admissions/Impact Secretary
WKTEP Secretary
Instructional Services Secretary
Purchasing Assistant
Aviation Clerk
W.P. Operator
Mailroom/Bookings
Campus Manager Secretary
Financial Aid Processor

General Maintenance
Grounds/Facilities
Freight Handler
Horticulturalist
Maintenance Assistant
Building Service Worker

Group B

Carpenters (Journey)
Floor Layer (Journey)
Plumbers (Journey)
Painter (Journey)

Group C

Accounts Payable
Accounts Receivable
Accountant
Pay and Benefits Officer
Account Clerk
Office Assistant
Payroll Processor

Group D

Acquisition Clerk
Media Resource
Circulation Clerk
Cataloguing Technician
Periodicals Clerk
Library Services Secretary
Resource Centre Clerk (Nelson)
Library Information Assistant

Group E

Senior Food Services Worker

Food Services Workers
Cook
Senior Cook

Group F

Senior Bookshop Clerk
Bookshop Clerk (Nelson, Cgar)

Individual Accumulations

Health & Safety Co-ordinator
Sports Equipment Attendant
Toolroom Attendant
Renewable Resources Lab Worker
BCFCSN Secretary
Duplicating Centre Operator
Records/Admissions (Nelson, Cgar)
Computer Technician
AV Tech.
Buyer
Fees Clerk
Student Activity Co-ordinator (Nelson, Trail)
Drivers

[BACK TO TABLE OF CONTENTS](#)

APPENDIX E

Letter of Understanding re: Vacation Adjustments

The parties agree to make available to employees the opportunity to enhance their vacation entitlements 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.

Such requests must be made one year in advance of vacation entitlement in accordance with Article 9.10.

Approval of these requests shall also be in accordance with Article 9.10.

Unless extended by mutual agreement of the parties, this letter expires on December 30, 1999.

FOR SELKIRK COLLEGE:

FOR PPWC LOCAL 26:

[BACK TO TABLE OF CONTENTS](#)

APPENDIX F

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

[BACK TO TABLE OF CONTENTS](#)

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)	
Home Stay 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

[BACK TO TABLE OF CONTENTS](#)

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 and Information Systems Manager (C. Mercer)
- Assistant Manager - Construction (S. Podovennikoff)
- Co-op. Education Manager (B. Smith)
- Extension Centre Supervisor (A. Holtby)
- Foundation Development Officer (F. Lee)
- Bookshop Manager (J. McKay)
- Job Entry Coordinator (L. Read)
- Campus Manager (P. Jacklin)
- Administrative Assistant (J. Wray, S. Parsons)
- Administrative Assistant, Personnel & Employee Relations (L. Lalonde)
- Confidential Secretary, Personnel & Employee Relations (P. Hackett)
- Extension Centre Coordinators (R. Thompson, D. Chernoff, C. Joyce, 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 and 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

[BACK TO TABLE OF CONTENTS](#)

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, until December 31, 1999, there will be no contracting out of work which would result in any employee losing his/her job.

This letter of understanding expires December 31, 1999.

Signed on behalf of Employer

Signed on behalf of Union

[BACK TO TABLE OF CONTENTS](#)

MEMORANDUM

To: All Support Staff (PPWC) Supervisors
From: Dale L. Schatz, CMA, Vice President Administration
Date: April 10, 1997
Re: Recognition of Long Service

During negotiations with the PPWC over the contract just concluded, the College made a commitment to extend recognition to PPWC members for long service. This memo is to inform you of the commitment made regarding long service recognition and to ensure this recognition is provided to eligible PPWC members reporting to you.

The College has committed to provide PPWC employees who have been employed by the College for 20 years or more, a bonus day off, to be taken on the employee's birthday, each year. This recognition becomes effective January 1, 1998.

If you have any questions regarding this recognition, please give me a call.

97 04 10 / tc

[BACK TO TABLE OF CONTENTS](#)