

COLLECTIVE AGREEMENT

between

SELKIRK COLLEGE

and the

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES UNION (BCGEU)**

Effective from January 1, 1996 to March 31, 1998

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ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

- (a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the College and the Union.
- (b) In order to promote the efficient and effective operation of the College through the establishment and continuance of harmonious relations and acceptable working conditions and to assist in the development and expansion of the type of programs suitable to the communities served by the College, the parties herein therefore agree to the following terms of contract.

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

1.3 Conflict with Regulations

In the event that there is a conflict between the contents of this Agreement and any regulations made by the College, or on behalf of the College, this Agreement shall take precedence over the said regulation.

1.4 Use of Singular Terms

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

1.5 Human Rights Code

The parties hereto subscribe to the principles of the "*Human Rights Act of British Columbia*".

1.6 Reduction in Salary or Benefits

No employee shall suffer reduction in salary or any benefit as a result of this Agreement.

1.7 College's Rights

The Union acknowledges that the management and directing of employees in the bargaining unit is retained by the College, except as this Agreement otherwise specifies.

1.8 Sexual Harassment

The Union and the College recognize the right of employees to work in an environment free from sexual harassment, and the College undertakes to discipline any person engaging in sexual harassment.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

The bargaining unit shall comprise all employees covered by the certification as issued or varied under the Labour Relations Code of B.C.

2.2 Bargaining Agent Recognition

The College recognizes the B.C. Government & Service Employees' Union as the exclusive bargaining agent for all employees covered by the certification as issued or varied under the Labour Relations Code of B.C.

2.3 Correspondence

The College agrees that all correspondence between the College and the Union related to matters covered in this Agreement shall be sent to the President of the Union with a copy to the Secretary of Local 709 (Selkirk College Bargaining Unit).

The College agrees that a copy of any correspondence between the College or department official and any employee in the bargaining unit covered by this Agreement, pertaining to the interpretation or application of any clause in this Agreement, shall be forwarded to the President of the Union.

2.4 No Other Agreement

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

2.5 No Discrimination for Union Activity

The College and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union. A Union member shall have the right to wear or display the recognized insignia of the Union.

2.6 Recognition and Rights of Stewards

The College recognizes the Union's right to select stewards to represent employees.

The College and the Union will agree on the number of stewards, taking into account both operational and geographical considerations.

The Union agrees to provide the College with a list of the employees designated as stewards for each work unit.

A steward, or his/her alternative, shall obtain the permission of his/her immediate supervisor before leaving his/her work to perform his/her duties as a steward. Such permission shall not be unreasonably withheld.

The duties of stewards shall include:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee which the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;
- (c) supervision of ballot boxes and other related functions during ratification votes;
- (d) carrying out duties within the realm of safety responsibilities;
- (e) attending meetings called by management.

On resuming his/her normal duties, the steward shall notify his/her supervisor.

2.7 Bulletin Boards

The College shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

2.8 Right to Refuse to Cross Picket Lines

- (a) All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the "*Labour Relations Code of B.C.*" Any employee failing to report for duty shall be considered to be absent without pay.
- (b) Failure to cross a picket line encountered in carrying out the College's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

2.9 Time Off for Union Business

(a) Without Pay

Leave of absence without pay and without loss of seniority will be granted:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave the premises of their employment;
- (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee.

(b) With Pay

Leave of absence with pay and without loss of seniority will be granted:

- (1) to employees who are representatives of the Union to leave their employment to carry on negotiations with the Employer;
- (2) to stewards, or their alternatives, to perform their duties pursuant to Section 2.6;

(3) to employees called to appear as witnesses before an Arbitration Board.

It is understood that employees granted leave of absence pursuant to this Article shall receive their current rate of pay while on leave of absence with pay. Leave of absence granted under this Article shall include sufficient travel time. The College agrees that any of the above leaves of absence shall not unreasonably be withheld. To facilitate the administration of paragraph (a) of this section, when leave without pay is granted, the leave shall be given with pay and the Union shall reimburse the College for the appropriate salary costs, including travel time incurred. Requests for time off for Union business should be directed as per Section 2.10.

2.10 Union Leave

The Union agrees where possible a minimum of fourteen (14) days' notice shall be given in writing to the College to enable provision of replacement Instructors.

2.11 Union Representation

Upon written request and where operational requirements permit, the College shall:

- (a) allow reasonable time on the agenda of any course, seminar or workshop held by the College for the employees for a speaker from the Union;
- (b) allow the President of the Union or his/her designate to meet with the employees at their place of work;
- (c) time spent during the regular workday in such activity shall be considered as time worked at the straight time rate.

ARTICLE 3 - UNION SECURITY

All employees in the bargaining unit shall within thirty (30) days of commencing employment, as a condition of continued employment, become and remain members of the Union.

ARTICLE 4 - CHECK-OFF OF UNION DUES

- (a) The College shall, as a condition of employment, deduct from the monthly wages or salary of each employee in the bargaining unit, the amount of the regular monthly dues payable to the Union by a member of the Union.
- (b) The College shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employees to the Union.
- (c) Deductions shall be made monthly in the second payroll period of each month and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (d) All deductions shall be remitted to the Union not later than twenty-eight (28) days after the date of deduction and the College shall also provide a list of names of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee. The College will provide the Union with a current mailing list once per year.

- (e) Before the College is obliged to deduct any amount under section (a) of this article, the Union must advise the College in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the College signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1 of the succeeding year.

ARTICLE 5 - COLLEGE AND UNION SHALL ACQUAINT NEW EMPLOYEES

The College 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. A new employee shall be advised in writing of the name and location of his/her steward. Whenever the steward is employed in the same work areas as the new employee, the employee's immediate supervisor will introduce him to his/her steward, who will provide the employee with a copy of the Collective Agreement. Where operational requirements permit the College agrees that a Union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

ARTICLE 6 - COLLEGE-UNION RELATIONS

6.1 Union and College Representation

No employee or group of employees shall undertake to represent the Union at meetings with the College without the proper authorization of the Union. To implement this the Union shall supply the College with the names of its officers and similarly, the College shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

6.2 Union Bargaining Committees

A bargaining committee shall be appointed by the Union and shall consist of up to three (3) people representing the Union. The Union reserves the right to use up to three (3) additional persons at any one time for technical information or advice. The Union acknowledges that the normal operations of the College shall not be impaired. The Union shall advise the College of its appointees to this Committee.

6.3 Union Representatives

The College agrees that access to its premises will be granted to representatives of the Union when dealing or negotiating with the College, as well as for the purpose of investigating and assisting in the settlement of a grievance.

Members of the Union staff shall notify the designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the department or section concerned.

In order to facilitate the orderly, as well as the confidential, investigation of grievances, the College will make available to Union representatives or stewards temporary use of an office or similar facility.

6.4 Technical Information

The College agrees to provide to the Union such information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

6.5 Continued Relations

- (a) The Union and the College recognize the mutual value of ongoing joint discussions and negotiations in matters pertaining to working conditions, employment, services, and Labour-Management Relations. To this end the Union negotiating committee and College representatives agree that in the event either party wishes to call a meeting under this clause, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than fourteen (14) days after the request has been submitted.
- (b) Notwithstanding the above, both parties agree to meet at least once a year, during the term of this Agreement. Employees shall not suffer any loss of salary for time spent on the committee.

6.6 Present Practices

The College agrees that present practices regarding benefits and conditions of employment not substantially changed by this Agreement shall not be changed during the life of the Agreement except by mutual agreement between the parties.

6.7 Personnel File

An employee or Union Representative with the written authority of the employee, shall be permitted to review his/her personnel file in the presence of the Director, Personnel and Employee Relations or designate, upon written request, with two (2) working days' notice.

ARTICLE 7 - GRIEVANCES

7.1 Grievance Procedure

The College and the Union agree that disputes arising from:

- (a) the interpretation, application or any alleged violation of the Agreement, or an arbitral award including the question of arbitrability; or
- (b) the dismissal, suspension or discipline of any employee in the bargaining unit; or
- (c) any act by the College alleged to be unfair or arbitrary,

shall be resolved without stoppage of work in accordance with the following procedures.

7.2 Step 1

In the first step of the grievance procedure every effort shall be made to settle the dispute with the immediate excluded supervisor. The aggrieved employee shall have the right to have his/her Steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the Union Steward, to Step 2 of the grievance procedure.

7.3 Step 2

An employee who wishes to advance a grievance at Step 2 of the grievance procedure, in the manner prescribed in Section 7.2 must do so no later than fifteen (15) working days after the date:

- (a) on which he/she was notified orally or in writing of the action or circumstances giving rise to the grievance;
- (b) on which he/she first became aware of the action or circumstance giving rise to the grievance.

7.4 Time Limit at Step 2

The College's designate at Step 2 shall reply in writing to the Union Steward within five (5) working days of receiving the grievance at Step 2.

7.5 Step 3

The Union's President, or designate, may present a grievance at Step 3 by notification to the Director, Personnel and Employee Relations, or designate, within five (5) working days after the Employer's reply was due.

7.6 Time Limit at Step 3

The College's designate at Step 3 shall respond within ten (10) working days of receipt of notification of filing at Step 3 to the Union's President or designate. If the Union is not satisfied with the College's response at Step 3 the Union must indicate their decision to proceed to arbitration within ten (10) working days .

7.7 Time Limits

If the Union fails to act within the time limits specified in Steps 1, 2 and 3 then the grievance shall be considered abandoned. If the College fails to act within the time limits specified in Steps 1, 2 and 3, then the grievance shall be considered denied. However, time limits may be extended by mutual agreement in writing between the parties.

7.8 Appointment of Arbitrator Step 4

When a party has requested that a grievance be submitted to arbitration, the grievance shall be submitted to one of the following single arbitrators on a rotational basis, subject to their availability, within ninety (90) days. In the event that none of the following arbitrators are available within ninety (90) days, then the arbitrator who is available at the earliest date shall be appointed.

- (a) J.A. Hope
- (b) M.I. Chertkow
- (c) Shona Moore
- (d) Agreed to Arbitrator

7.9 Decision Procedure

The arbitrator may determine his/her own procedure in accordance with the Labour Relations Act of B.C. and shall give full opportunity to all parties to present evidence and make full representations. He/she shall hear and determine the difference or allegation and shall render a decision within thirty (30) days of the conclusion of the hearing. The decision of the arbitrator shall be final, binding and enforceable on the parties. The arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which he/she deems just and equitable. However, the arbitrator shall not have the power to change this Agreement.

7.10 Disagreement on Decision

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

7.11 Arbitrator Expenses

Each party shall pay one-half ($\frac{1}{2}$) of the fees and expenses of the arbitrator.

7.12 Amending Time Limits

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

7.13 Dismissal Grievances

In the event of a dispute arising from an employee's dismissal, the grievance shall commence at Step 3 within fifteen (15) working days of the employee receiving written notice of dismissal.

7.14 Technical Objections

No grievance shall be dismissed because a technical error has been inadvertently made by either party. Both parties shall have the right to make representation to the arbitrator. The arbitrator shall have the right to determine whether a technical error has been made and to make the necessary corrections in the interest of arriving at a decision according to equitable principles and the justice of the case.

7.15 Retroactive Settlements

Settlements reached at any stage of the grievance procedure shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance or the date set by the arbitrator.

7.16 Policy Grievance

Where either party disputes a general application of this Agreement, the dispute will be discussed initially at Step 3. Where no satisfactory agreement is reached, either party may submit the matter to arbitration in accordance with Article 7.8 of this Agreement.

7.17 Personnel File

In order to facilitate the investigation of a grievance or appeal, an employee shall be entitled upon reasonable notice to review his/her personnel file. The employee may authorize, in writing, the Union's President or designate to review the file on his/her behalf. The Union shall give reasonable written notice of its intention to review the file in question.

ARTICLE 8 - RETIREMENT

8.1 Pre-Retirement

The College and the Union recognize a joint responsibility towards preparing employees for retirement upon acceptance of a mutually agreeable retirement program.

8.2 College's Pension Plan

The Pension Plan for employees of B.C. Regional Colleges, established under the College's Pension Act, is available for employees.

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

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

8.3 Early Retirement Incentive

- (a) For the purposes of this article, early retirement is defined as retirement after age 55 and before age 65.

During any contract year, starting April 1, 1995, the College will offer or accept at least one, or the equivalent of at least one 5-year early retirement incentive, provided that there are any such requests.

- (b) *Qualification Criteria*

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

- (1) is age fifty-five (55) years or over;
- (2) has a minimum of ten (10) years employment with the College;
- (3) is an ongoing employee on a continuing appointment at the time of early retirement;
- (4) is on the maximum step of the salary scale;
- (5) resigns for purposes of retirement as a regular employee.

- (c) *Selection Criteria*

The allocation of retirement incentives will be decided based on the following priorities:

- (1) employees within program areas in which downsizing is planned;
- (2) employees with the least time remaining prior to retirement;
- (3) employees with the greater seniority.

- (d) *Application and Agreement*

- (1) An employee who wishes to be considered for an early retirement incentive must make the necessary application by March 1. The College will consider all applications and offers or rejections will be made to employees by the following May 31.
- (2) An employee has the right to accept or decline an early retirement incentive offer made by the College within thirty (30) days of the offer being made.
- (3) All applications for early retirement incentive which have not been granted by the College will be considered standing applications for the following twelve (12) month period.
- (4) When an offer of an early retirement incentive is accepted, an employee's early retirement will be effective on a date mutually agreed upon between the employee and

the College. All earned vacation entitlements shall be utilized prior to the date of retirement.

- (5) 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.
- (6) The College will provide the Union with copies of all early retirement incentive agreements.

(e) *Early Retirement Incentive Payment*

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

<i>Full Years to Retirement</i>	<i>Pay Out</i>
1	15% of annual salary
2	30% of annual salary
3	45% of annual salary
4	60% of annual salary
5 or more	75% of annual salary

- (2) The early retirement incentive payment will be based on the employee's salary, exclusive of stipends, at the date of retirement.
- (3) The early retirement incentive will be paid in equal yearly payments, based on full years to retirement, until the employee's normal retirement date has been reached or, five (5) yearly payments have been made.
- (4) The yearly retirement incentive may be paid using any other mutually agreed upon payment plan which takes into account the individual employee's personal circumstances.
- (5) An employee who has been granted an early retirement incentive and who wishes to opt for contribution matching of pension buy back under Article 8.2 will have the value of the College's buy back contribution deducted from the early retirement incentive payments.

ARTICLE 9 - DISMISSAL, SUSPENSION AND DISCIPLINE

9.1 Burden of Proof

In all cases of discipline, the burden of proof of just cause shall rest with the College.

9.2 Requirement of Writing

Notice of dismissal shall be in writing and shall set forth the reason for dismissal.

9.3 Dismissal and Suspension Grievance

All dismissals and suspensions will be subject to formal grievance procedure under Article 7 of this Agreement. A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union within five (5) days of the action being taken.

9.4 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or performance evaluation. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record. Upon the employee's request any such document, other than official evaluation reports, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction.

The College agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

9.5 Informal Evaluations

Wherever a Department Head or Program Director discerns a problem either by direct observation or through information received from other sources, she/he will meet with the employee to clarify the situation.

Action plans will be developed to overcome the identified problem. An action plan will be documented in writing in the departmental files and a copy given to the employee. Such documents will not be considered part of an Employee's Personnel Record. However, the formal appraisal may refer back to the discussion, the action plan and the change, if any, in performance.

9.6 Formal Evaluations

Where a formal appraisal of an employee's performance is carried out, the employee concerned shall be given the opportunity to read and review the appraisal. Provisions shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two (2) places; one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. The employee shall sign in only one of the places provided. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the appraisal. An employee shall, upon request, receive a copy of his/her evaluation report.

9.7 Right to Have a Steward Present

- (a) Where the College intends to interview an employee for purposes which may be the basis of disciplinary action, the College shall notify the employee in advance of the purpose of the interview in order that a Steward may be contacted.
- (b) Where a Steward is called to a meeting with the College which she/he believes may be the basis of personal disciplinary action, she/he will have the right to consult with and/or have union representation at such a meeting.

ARTICLE 10 - SENIORITY

10.1 Definitions

Seniority is defined as the length of continuous service with the College within the bargaining unit. In the case of civil service employees transferred as of October 1, 1975, seniority is defined as continuous service with the Province prior to the transfer and length of continuous service with the College within the bargaining unit.

Sessional and part-time employees shall have their seniority accumulated on an hourly basis.

For the purpose of determining years of service, 1080 hours of instructional time will constitute one year of service.

10.2 Loss of Seniority

Seniority can only be lost if:

- (a) an employee is discharged for just cause and is not reinstated;
- (b) an employee resigns or abandons his/her position;
- (c) an employee is on layoff for more than one (1) year.

10.3 Seniority List

The College shall provide the Union with an employee seniority list by July 1st annually.

10.4 Re-employment

A continuous employee who resigns his/her position, and within sixty (60) days is re-employed as a continuous employee, shall be granted leave of absence without pay for those days absent and shall retain all provisions and rights in relation to seniority and other fringe benefits provided he/she has not withdrawn his/her Superannuation contributions.

ARTICLE 11 - LAYOFF AND RECALL

11.1 Role of Seniority in Layoff and Recall

- (a) Layoff and recall shall occur subject to instructional needs.
- (b) Employees shall be laid off in reverse order of seniority and recalled in order of seniority, provided that they are qualified to perform the work available, and hold the appropriate professional qualifications/certification, as per the relevant job posting.

11.2 Instructional Assistant

Instructional Assistants may exercise their seniority rights only within the Instructional Assistant seniority list. Instructional Assistants with less than three (3) years' seniority shall receive one (1) month's notice. Instructional Assistants with more than three (3) years' seniority shall receive two (2) month's notice. The notice given will be exclusive of accrued vacation credits.

11.3 Instructors

- (a) Instructors may exercise their seniority rights within the Instructional Assistant or Instructor's seniority lists.
- (b) Instructors with less than one (1) years' seniority shall receive one (1) months' notice. Instructors with one (1) to three (3) years' seniority shall receive three (3) months' notice. Instructors with over three (3) years' service shall receive four (4) months' notice. Sessional and part-time Instructors with ongoing contracts shall receive four (4) months' notice. The notice given will be exclusive of accrued vacation credits.

11.4 Layoff Pay for Senior Instructors

Those Instructors transferred from the civil service as of October 1, 1975, will receive ten (10) months layoff pay in the event such layoff action is necessary for the reason of redundant programs or courses. The payout will be based on the monthly salary at time of layoff.

11.5 Severance

- (a) An employee who is to be laid off shall be entitled to severance pay calculated on the basis of one (1) month current salary for each year of service to a maximum of six (6) months' salary.
- (b) If an employee who has received a severance payment is recalled, he/she will refund to the College, the portion of severance that exceeds one (1) month severance for each month of layoff.
- (c) An employee who receives severance pay and who is recalled will have his/her years of service for the purpose of future severance payments recalculated beginning with the employee's start date for the position to which they were recalled.

ARTICLE 12 - DEFINITION OF EMPLOYEES

12.1 Appointments

The College shall appoint and promote employees on the recommendation of the President.

12.2 Letters of Appointment

The College shall provide each new employee with a contract letter. Each new employee shall confirm their acceptance of employment in writing. Such conditions of appointment shall not be contrary to the provisions of this Agreement.

12.3 Definitions

Employees' appointments shall be categorized as continuous, sessional or part-time:

- (a) "*Continuous*" shall be defined as an employee who is employed on a full-time, twelve (12) month per academic year basis.
- (b) "*Sessional*" shall be defined as an employee who is employed for six hundred (600) or more hours per academic year.
- (c) "*Part-time*" shall be defined as an employee who is employed for less than six hundred (600) hours per academic year.

"Academic year" shall be defined as the period July 1 to June 30 of the following year.

12.4 Conversion to Sessional Status

Should a part-time employee receive an additional appointment that would result in six hundred (600) or more hours worked within an academic year, the employee will be converted to sessional effective the first day of the last appointment.

12.5 Sessional and Part-Time Appointments

Sessional and part-time employees who have been in the same profile base funded position for three (3) consecutive years shall receive an ongoing contract which will state the total number of months of employment, the percentage of appointment, and the approximate start and end dates. The appointment letter will include only the eligible base funded activities. Any modification to the terms of the appointment letter would be communicated with a replacement appointment letter, four (4) months prior to the change.

Other sessional and part-time Instructors will receive a contract letter or Temporary Employment Contract which will contain their start date, terms of appointment, and appointment end date. This letter or TEC will serve as their notice of layoff.

12.6 Maximization of Continuous Positions

The Employer agrees to offer additional work opportunities to sessional or part-time employees who are qualified to perform the work available. The additional opportunities shall be posted as per Article 14.1 and offered to the senior qualified applicant.

12.7 Probation

All employees shall be regarded as probationary during the first one thousand and eighty (1080) hours of instruction in the respective program area. Employees who change program areas will be subject to a further probationary period if the change is requested/applied for by the employee.

During the probationary period the employee will be evaluated to determine whether employment will be continued.

12.8 Resignation

Employees are encouraged to complete the instructional portion of their contract. If impossible to do so, they are required to provide at least two (2) months notice of resignation.

ARTICLE 13 - CLASSIFICATION

13.1 Introduction of New Classification

In the event the College establishes a new classification which the Labour Relations Board determines falls within the bargaining unit, the College agrees to negotiate the conditions of employment with the Union. The College agrees that the new position shall be posted on the Union bulletin boards for a period of fourteen (14) days prior to selection.

13.2 Definition

- (a) *"Instructor"* - an employee whose training, professional or academic qualifications, meets the minimum requirements necessary to assume full responsibility to provide the appropriate level of instruction.
- (b) *"Instructional Assistant"* - an Instructional Assistant plays an instructional support role providing services related to shops, laboratories, practical experience sessions or other similar areas.

- (c) *"Department Head"* - an employee who performs, in addition to his/her instructional duties, the administrative duties for a number of interrelated programs. The College shall provide the time necessary to perform the assigned administrative duties. The appointment will be reviewed every three (3) years.
- (d) *"Program Head"* - an employee who performs, in addition to his/her instructional duties, the administrative duties of a specific program area. The appointment will be reviewed every three (3) years.
- (e) *"Term of Placement"* - all Department Head/Program Head appointments will be reposted in February, 1995 and every three (3) years thereafter.

ARTICLE 14 - POSTINGS & VACANCIES

14.1 Posting Period

All vacancies in the bargaining unit will be posted on the appropriate bulletin boards for a minimum fourteen (14) day period. The College shall send notice to laid off employees. It is the responsibility of the employee to notify the College of his/her current mailing address.

14.2 Role of Seniority

Where applicants have skills and qualifications which are relatively equal, the applicant with the greater seniority shall be selected.

14.3 Selection Committees

- (a) When an opening occurs for a position of Program Head or Department Head, notice of the vacancy shall be posted on the appropriate Union bulletin board. Applications for the position shall be accepted from departmental employees. A Selection Committee comprising the appropriate administrator and two (2) departmental employees elected by and from the department shall be convened. This Committee shall review the applications and make a recommendation to the President for his/her decision. In making the recommendation, the Committee shall strive to select the best candidate by examining the candidate's qualifications and experience, as required to fulfil the administrative duties of the assignment and to meet the educational needs of the department.

- (b) *Representation on Selection Committee*

Vacancies for the positions of President, Program Director, Dean of Extension & International Education and Coordinators in defined Program Areas shall be posted on the Union bulletin boards in accordance with the terms of this Agreement. Local 709, B.C. Government & Service Employees' Union shall be entitled to select one (1) representative to serve on the selection panel established to select an individual to fill either of these positions. The Local 709 representation shall be at minimum equal in number to that allocated to the Faculty Association.

- (c) Selection Committees for instructor vacancies shall be in accordance with the College Policy B6005.1 as in effect April 1, 1989.

14.4 Interview Expenses

A member of Component 7 - BCGEU who is an applicant for a posted position who has been called for a panel interview shall have his/her authorized expenses paid by the College.

ARTICLE 15 - SALARY SCALE AND PROCEDURE

15.1 Equal Pay

The Employer shall not discriminate between male and female employees by employing a person of one sex for any work at a rate of salary that is less than the rate of salary which a person of the other sex is employed for similar or substantially similar work.

15.2 Paydays

Employees shall be paid semi-monthly. Paydays shall be on the 15th of the month or the last working day before the 15th, and the last working day of the month.

15.3 Salary Scale

- (a) The salary scale for Instructors covered by this Agreement shall be as set out in Appendix A of this Agreement.
- (b) The salary scale for instructional assistants covered by this Agreement shall be as set out in Appendix B of this Agreement.
- (c) Stipends are set out in Appendix C of this Agreement.
- (d) The placement formula is set out in Appendix D of this Agreement.

15.4 Increments

- (a) Increments shall be awarded annually and will take effect on July 1. An employee shall be entitled to an increment provided he/she has accumulated 1080 hours of satisfactory service by July 1. During his/her first year of employment an employee shall be entitled to an increment provided he/she has completed 600 hours of satisfactory service by July 1. Increments may be withheld for just cause. Instructors who do not have instructor training and who fail to enrol in the Provincial ID program shall not receive increments.
- (b) Employees shall progress through all increments except as otherwise specified in (c) below.
- (c) Instructors enrolled in the Provincial Instructor's Diploma Program shall receive an increment upon successful completion of the program.
- (d) An employee will not have an annual increment withheld if requested by the College to forego attendance at courses leading to the Instructor's Diploma due to extenuating or unusual circumstances.
- (e) Any employee may request that his/her placement on scale be reviewed. Such a request will be submitted in writing to the appropriate administrator with a copy to the Union and the Director of Personnel & Employee Relations. Upon receipt of the request, a written acknowledgment will be issued by the Director of Personnel and Employee Relations. Further, within ten (10) days of receipt of the original request, the appropriate administrator

and Director of Personnel & Employee Relations will review the placement and advise the employee and the Union of their decision.

15.5 Temporary Pay

An employee assigned to substitute in or who performs the principal duties of, a higher paying position, shall receive the higher rate of salary for the period of substitution.

15.6 Temporary Assignment to Lower Paying Position

An employee temporarily assigned to a position with a lower salary rate than his/her regular salary rate, shall maintain his/her regular salary rate for the period of his/her temporary assignment.

15.7 Reclassification Downgrading

An employee shall not have his/her salary rate reduced by reason of a change in the classification of his/her position, that is caused other than by the employee himself.

15.8 Mileage and Subsistence Allowance

Employees covered by this Agreement required to be away from their regular place of employment on authorized College business shall receive reimbursement for meals, lodging and travel expenses at rates as in effect by current College Board policy.

15.9 Upgrading Qualifications

The College agrees to pay the full cost of any courses of instruction, required by the College, for an employee to better qualify that employee to perform his/her job. Full cost shall include travel expenses, accommodation and subsistence, and the employee shall suffer no loss of salary.

15.10 Provincial Instructor's Diploma Program

- (a) If an Instructor is to be employed on a continuous or sessional basis, as defined in Article 12.3, the Instructor will be required to complete the Provincial Instructor's Diploma Program or be in possession of a valid Teaching Certificate and to provide proof of completion to the College upon request.

Time spent by an Instructor in taking the Provincial Instructor's Diploma Program will be considered a part of the entitlement provided for course management or professional development in Article 21.1.

- (b) The College agrees to pay the following costs for continuous and sessional appointment Instructors:
 - (1) the full tuition fees for the Provincial I.D. Program;
 - (2) one economy return airfare to Vancouver or closer location if the Instructor is unable to obtain I.D. Courses within the College region;
 - (3) approved accommodation for the program duration.
- (c) An employee is required to return to the College upon completion of training for a period to that for which assistance was given or refund all assistance subsidies received during the period for which assistance was given.
- (d) Normally, all continuous appointment Instructors, upon commencement of employment by the College will be given a two (2) week orientation period prior to classroom instruction during which time the Instructor will complete Instructional Skills Workshop or equivalent, receive an orientation of the campus and observe instruction taking place.
- (e) If the Instructor is given a further appointment of any kind, the Instructor will be allowed to complete the remainder of the ID Certification Program.
- (f) Instructors who are employed shall be entitled to leave with full pay during the period required to complete Instructor's Diploma training.
- (g) The College agrees to pay tuition fees for part-time employees on a prorated basis.

15.11 Payment to Dependent on Death of Employee

The College agrees that on the death of an employee, the employee's beneficiaries shall receive:

- (a) payment of the employee's full month's salary irrespective of the day of the month on which death occurred;
- (b) payment of all accrued vacation leave.

15.12 Transfer Expenses

Selkirk is a multi-campus institution. An employee may be required to transfer from campus to campus where instructional needs demand. Transfer to a campus over sixty (60) kilometres from the one to which an employee was originally assigned will be assisted by the College in the form of moving expenses which shall include the cost of moving and insuring the move of furniture and personal effects, temporary accommodation at the new location for one (1) month, and up to three (3) months where it can be established that suitable accommodation is not available, the cost of service disconnections and connections to a maximum of fifty dollars (\$50), real estate fees incurred in the sale of previous residence and legal title search and transfer fees on the purchase of a new residence.

Transfer shall not occur more frequently than every three (3) years except by mutual agreement where a lesser time may be acceptable.

An employee shall not be subject to transfer if he/she has a viable program of instruction at the campus at which he/she was hired and if he/she is to be replaced at his/her original campus. Notice of transfer shall be consistent with notice given for renewal of appointments.

ARTICLE 16 - HOURS OF WORK

16.1 Instructional Hours Defined

For the purpose of this Article, "*instructional hour*" means a scheduled student-contact hour in a classroom, laboratory, shop or any other related instructional area.

16.2 Work Day Defined

- (a) The normal work day shall be six (6) hours of assigned duty for instructors and instructional assistants. By mutual agreement between the College and the employee hours may be extended to a maximum of twelve (12) hours per day.
- (b) Arrangements will be made for one (1) meal period, and two (2) fifteen (15) minute rest periods during each normal working day. An additional meal period will be provided when the scheduled work day is eleven (11) hours or longer. Meal periods and rest periods shall be scheduled by mutual agreement between the College and the employee. Rest periods shall be taken without loss of pay to the employee.
- (c) There shall be no split shifts unless by mutual agreement between the College and the employee.
- (d) The Union shall be advised of any agreements made under the above Articles.

16.3 Work Schedules

- (a) Instructors will normally be assigned twenty seven and one half (27.5) hours of instruction per week by the College. Instructors will be required to schedule two and one half (2.5) office hours per week to meet with students.
- (b) The College will provide for course management for all continuous employees as per Article 21.1(a). The time for these activities will be mutually agreed to by the Instructors and the appropriate administrator.
- (c) Instructors will provide an instructional plan to the employer as early as possible prior to the commencement of the instructional program. If there is no agreement between the Instructor and the College, the College will provide an instructional plan for the Instructor within fourteen (14) days of the original submission on an interim basis and the dispute will be submitted to the Joint Labour/Management Committee for review.
- (d) Sessional/part-time employees shall be entitled to prorated course management time.

16.4 Normal Work Week

- (a) The normal work week shall be Monday to Friday, except that this arrangement may be changed by mutual agreement between the College and the employee.

16.5 Flex Time

For the purpose of this agreement flex time means the hours worked by an employee other than those defined by the normal work day (Article 16.2) or normal work week (Article 16.4).

16.6 Non-Instructional Duty Day

The work days falling between Christmas and New Year s shall be non-instructional duty days.

16.7 Class Scheduling

- (a) *Regular Classes*

To meet the needs of the College's training commitments, regular classes may be scheduled by the College as follows:

- First Shift*classes start between 7:00 a.m. and 9:00 a.m. and terminateappropriately;
- Second Shift*.....classes start after 12:00 noon and terminate appropriately;
- Third Shift*.....classes start after 6:00 p.m. and terminate appropriately.

Employees initially hired to work first shifts only shall not be assigned second and third shifts except by mutual agreement.

Employees working a second shift shall be paid twenty-five (25) cents per hour premium and employees working the third shift shall be paid fifty (50) cents per hour premium.

(b) *Night School and Related Duties*

In addition to the regular classes mentioned above, the College may also schedule "night school" classes of two (2), and two and one-half (2-½) or three (3) hours duration. Such classes may normally be held on weekday evenings or at other times convenient to Instructors and students by mutual agreement between the College and the employee provided there is no additional costs to the College.

16.8 Exchange of Shifts

Employees may exchange shifts with the approval of the College, provided sufficient advance notice is given, and there is no increase in cost to the College.

16.9 Work Load

The parties recognize that an Instructor's work load includes classroom instruction, course preparation, student contact, marking and other functions and responsibilities ancillary to instruction.

16.10 Class Size

Class sizes for Vocational Instructors in shops will not normally exceed sixteen (16) and in no case exceed eighteen (18). Where an Instructor's class size is to be increased due to extraordinary circumstances, the maximum class size will be determined through consultation between the Instructor and the appropriate administrator.

ARTICLE 17 - OVERTIME

17.1 Definitions

- (a) "Overtime" means work performed by an employee in excess or outside of his/her regularly assigned hours of work.
- (b) "Straight time rate" means the hourly rate of remuneration.
- (c) "Time and one-half" means one and one-half (1-½) times the straight time rate.
- (d) "Double time" means twice the straight time rate.
- (e) "Double time and one-half" means two and one-half times (2-½) the straight time rate.
- (f) An employee will be entitled to compensation for overtime in excess of
 - 1) the scheduled daily hours, or
 - 2) the maximum daily hours for those employees on flex time, or
 - 3) the annual instructional hours. (Interpretation = 1080 for instructors and up to 1374 for instructional assistants.)

17.2 Authorization and Application of Overtime

An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the College.

17.3 Right to Refuse Overtime

All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations without being subject to disciplinary action for so refusing.

17.4 Overtime Entitlement

An employee will be entitled to compensation for authorized overtime after six (6) hours of work on a regular scheduled work day, and for all work on a scheduled day of rest.

17.5 Overtime Compensation

(a) Election of Time Off

If the employee elects to take compensating time off for overtime compensation, he/she shall be entitled, within sixty (60) days, to schedule such earned time off on the same basis as the vacation schedule or by mutual agreement.

(b) *No Carry Over of Overtime*

Any overtime due at the fiscal year end for that year, or prior to termination, shall be paid in cash.

(c) *Minimum Overtime Increment*

Overtime shall be calculated in thirty (30) minute increments. However, the employee shall not be entitled to any compensation for periods of overtime of less than five (5) minutes per day.

17.6 Calculation of Overtime Rates

For the purpose of calculating the hourly rate, an employee's monthly rate shall be divided by one hundred thirty (130) and multiplied by the applicable overtime rate.

17.7 Overtime Rates

Overtime worked shall be compensated at the following rates:

- (a) time and one-half (1-1/2) for the first four (4) hours of overtime on a regularly scheduled work day; and
- (b) double time for hours worked in excess of (a);
- (c) double time for all hours worked on a day of rest.

The compensation of overtime in (a) and (b) is to be on a daily basis and not cumulative.

ARTICLE 18 - PAID HOLIDAYS

18.1 Paid Holidays

The following have been designated as paid holidays:

- | | |
|----------------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Queen's Birthday | Christmas Day |
| Canada Day | Boxing Day |
| British Columbia Day | |

Any other holiday proclaimed as a holiday by the Federal, Provincial or Municipal Government for the locality in which the employee is working shall also be a paid holiday.

18.2 Holidays Falling on Saturday or Sunday

For an employee whose work week is from Monday to Friday and when any of the above noted holidays fall on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday) shall be deemed to be the holiday for the purpose of this Agreement.

18.3 Holiday Falling on a Day of Rest

When a paid holiday falls on an employee's day of rest, the College shall make every reasonable effort to give the employee a lieu day off, with pay, on the first regularly scheduled work day following the day of rest so affected. Where this is not possible, the lieu day shall be taken at a mutually agreeable time. When a paid holiday is moved to another day under the provisions of this clause.

18.4 Holiday Coinciding with a Day of Vacation

Where an employee is on vacation leave and a day of paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

ARTICLE 19 - ANNUAL VACATION

19.1 Entitlement

- (a) Instructors will have an annual vacation entitlement of forty (40) working days.
- (b) Instructional Assistants will have an annual vacation entitlement of twenty (20) working days.
- (c) Instructors working an appointment of two (2) months or less shall be paid eight (8) percent of gross earnings for vacation pay. Instructors working an appointment of more than two (2) months but less than a full year shall be paid sixteen (16) percent of gross earnings for vacation pay.
- (d) Vacation entitlement for partial months will be prorated and rounded off upwards to the nearest full or half day.

19.2 Scheduling

Vacations shall be scheduled by mutual agreement between the department employees, the department head and the Principal, except as outlined in Article 11.3(c) - Layoff and Recall. The College agrees to make every effort to allow employees to take their vacation entitlement during the period June 1 to August 31, inclusive.

19.3 Carry Over

An Instructor may, with the approval of the College, carry over twenty (20) days vacation for one (1) year only.

19.4 Change of Schedule

Vacation schedules shall be completed by April 1 and may not be changed except by mutual agreement between the College and the employee.

19.5 Leave of Absence During Vacation

If an employee qualifies for approved leave with pay during his/her vacation, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreeable time. Should the leave be sick leave, a doctor's certificate

establishing sickness over a one (1) week period will be required before this Article will be applied.

ARTICLE 20 - SICK LEAVE

A continuous appointment employee will be maintained by the College on full pay for the first six (6) months of illness, subject to medical certification of disability, every two (2) weeks for the duration of the illness. After six (6) months, an employee will receive benefits, if eligible in accordance with the provisions of the Disability Income Benefit Plan.

Sessional, part-time and probationary appointment employees shall accumulate sick leave at the rate of one and one-half (1-1/2) days for every twenty (20) days worked. The minimum entitlement shall be twenty (20) working days.

An employee becoming disabled after receiving notice of non-renewal of appointment will continue on salary to the end of the existing appointment term or six (6) months, whichever date occurs first. If the appointment expires before the end of the six (6) month waiting period for benefits under the Disability Income Benefits Plan, the College will maintain the employee on the staff roster without salary but will continue to contribute its share of the premiums until the employee is eligible under the plan.

On termination of the disability, a decision will then be made by the College on the offering of a new appointment.

Sick leave pay during a leave of absence will reflect actual pay for that assigned period.

ARTICLE 21 - EDUCATION LEAVE

21.1 Professional Development Leave/Course Management

- (a) A continuous appointment Instructor will be entitled to twenty-two (22) days Course Management or Professional Development Leave annually with full pay for the following purposes:
- (1) course management as provided in Article 16.3(b);
 - (2) on campus seminars or courses;
 - (3) conferences or conventions related to the employee's field or specialization;
 - (4) visiting business and/or industrial establishments to keep abreast of technological changes;
 - (5) for research or development designed to enhance the professional or educational status of the College and the individual.

The time for these activities will be mutually agreed to by the instructor and the appropriate administrator.

The leave contained in this article will be prorated for sessional and part-time Instructors.

- (b) Applications for such leave shall be in writing to the Professional Development Committee with a copy to the appropriate administrator. This Committee will be comprised of three (3) members representative of the Union and three (3) members representative of the College. A majority decision of the Committee shall be binding. The Committee will direct the College in the allocation of professional development funds.

- (c) The employee shall file with the Committee a comprehensive written report of the substance studied during the leave.

21.2 General Education Leave

- (a) An employee becomes eligible to apply for assisted leave after completing a minimum of three (3) consecutive years of employment with the College.
- (b) Application for assisted leave will be submitted not less than six (6) months prior to the first day of the period of assisted leave.
- (c) Applications for assisted leave will be processed as follows:
 - (1) The appropriate administrator will review the application and submit his/her comments to the Chair of the Professional Development Committee by October 15.
 - (2) The Professional Development Committee will review the applications and advise the President and the candidates of their selection status by November 15.
 - (3) Successful candidates will advise the President of their acceptance/refusal of the assisted leave within three (3) weeks of the date the Committee's decision was communicated to them.
 - (4) The Professional Development Fund established under Article 21.5(a) will be used to cover the actual cost of salary and benefits paid to the candidates granted assisted leaves under this article.
- (d) The Professional Development Committee will respond in writing to the applicants whose application has been rejected or deferred stating the reasons.
- (e) If an applicant whose application has been approved decides to forego the opportunity for an assisted leave the Committee may process other applications in accordance with established policies.
- (f) When assisted leave is granted, the employee will normally receive seventy-five (75) percent of his/her base salary, provided that the funds from outside sources do not bring their total earnings to more than one hundred (100) percent of their base salary. If employees earn more than one hundred (100) percent of their base salary the assistance will be reduced accordingly. Employees on such leave will report their taxable salary income for each of the calendar years so affected.

In other special instances which are mutually agreed upon by the employee, the College and the Union, the level of support may be other than seventy-five (75) percent.

21.3 Seniority Protection

An employee shall accrue seniority during periods of educational leave under this Article.

21.4 Mandatory Courses

An employee on course at the request of the College shall be considered as working and not on leave.

21.5 Professional Development Fund

Effective April 1, 1994 the College will establish a fund in the amount of one percent (1%) of the annual BCGEU instructional salary budget. Effective April 1, 1995 the College will increase this fund to two percent (2%) of the same budget. Effective April 1, 1995 a one time sum of fifteen thousand five hundred dollars (\$15,500) will be added to the fund. The fund will be for approved activities as stated in Articles 21.1 and 21.2. Balances incurred in this fund will be carried forward from year to year. The Professional Development Committee referred to in Article 21.1(c) shall administer the fund. The primary purpose of this fund will be to support activities which lead to a direct benefit to students. The majority of funds in any one (1) year will be directed towards short term professional development. The actual allocation of monies of this fund shall be at the direction of this Committee.

ARTICLE 22 - SPECIAL LEAVE

22.1 Maternity/Parental Leave

- (a) An employee will be granted pregnancy or parental leave as specified in the Employment Standards Act. The length of leave may be extended by mutual agreement with consideration of the needs of the employee. Extensions shall not be unreasonably withheld.
- (b) Where both parents are employees of the College, the employees shall determine how the parental leave shall be divided between them.
- (c) A written request must be made at least six (6) weeks prior to the proposed leave commencement date for leave under either 22.1 (a) or (b).
- (d) The College agrees to maintain the employee s health and welfare coverage and to pay the College s share of the premiums, to a maximum of eighteen (18) weeks. The employee shall pay his/her share of the premiums to the College for transmission to the Carrier.
- (e) An employee who is on maternity or parental leave shall accrue seniority.

22.2 Leave for Full-time Union or Public Duties

The College shall grant, on written request, leave of absence without pay for employees

- (a) to seek election in a Municipal, Provincial or Federal election;
- (b) for a period to a maximum of five (5) years for employees elected to Union or public office.
- (c) An employee who is on leave for full-time Union or public duties shall accrue seniority to a maximum of two (2) years regardless of length of leave.
- (d) Upon return after a period of two (2) years or more the employee shall be subject to a further probationary period of 600 hours.
- (e) Increments as per Article 15.4 will not be awarded for leave under this article.

22.3 Leave for Court Appearances

- (a) The College shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee s private affairs.

- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend court shall be without pay.
- (c) An employee in receipt of his/her regular earnings while serving at court shall remit to the College all monies paid to him by the court, except traveling and meal allowances not reimbursed by the College.
- (d) Time spent at court by an employee in his/her official capacity shall be at his/her regular rate of pay.
- (e) Court actions arising from employment, requiring attendance at court, shall be with pay.
- (f) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.

22.4 General Leave

Notwithstanding any provision for leave in this Agreement, the College may grant leave of absence with or without pay to an employee based on emergency, compassionate or personal circumstances. Such leaves shall not be unreasonably withheld.

22.5 Seniority Protection

- (a) For general leave granted to allow for international instruction arranged through Selkirk College, seniority shall accrue for up to two (2) years.
- (b) An employee shall accrue seniority for general leaves of sixty (60) days or less.
- (c) Additional seniority for general leaves may be recognized upon mutual agreement between the College and the Union.

ARTICLE 23 - SAFETY AND HEALTH

23.1 Conditions

The Union and the College agree that regulations made pursuant to the "*Workers' Compensation Act*", or any other statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with. First aid kits shall be supplied in accordance with this Section.

23.2 Safety Committee

The College and the Union agree to establish Safety and Health Committees. Safety and Health Committees shall be composed of personnel employed at the location. The composition will be determined locally through management and local Union representatives. Where such committees are formed, they may encompass more than one component. These committees will meet, at regular intervals to be determined by the committees, to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness.

A copy of all minutes of the Safety and Health Committees shall be sent to the Union and the College.

23.3 Unsafe Work Conditions

No employee shall be disciplined for refusal to work on a job which he/she deems unsafe until a decision has been rendered by the Safety Committee.

23.4 Pollution Control

The College and the Union agree to limit all forms of environmental pollution.

23.5 Investigation of Accidents

The Safety and Health Committee as provided in Section 23.2, shall be notified of each accident or injury and shall investigate and report to the Union and the College on the nature and cause of the accident or injury.

23.6 Pay Provisions

An employee who serves on a Safety and Health Committee shall receive his/her regular rate of pay for attending meetings of the Committee held during working hours and for investigations by the Safety Committee.

ARTICLE 24 - CLOTHING

24.1 Clothing Supply

If a particular type of work clothing, or special apparel, is required by the nature of the employee's job, such clothing or apparel shall be provided by the College. Employees will be allowed a reasonable choice of style.

24.2 Cleaning

The College shall be responsible for laundering, dry cleaning, maintenance and replacement of all clothing and/or apparel supplied by the College.

24.3 Safety Boots

In areas designated by the Workers' Compensation Board or the College where safety-toed boots are required to be worn, the College shall provide these boots at no cost to the employee. This clause is not applicable to relief Instructors.

24.4 Replacement of Prescription Lenses

Prescription lens shall be replaced at no cost to the employee in the trades department. The College agrees to replace prescription lens upon reasonable proof that such damage occurred on the job.

ARTICLE 25 - CONTRACTING OUT

25.1 No Layoffs

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

ARTICLE 26 - HEALTH AND WELFARE

26.1 Group Life Insurance and Long Term Disability Insurance

All employees are eligible on the first day of the month coincident with or next following employment. Benefits are as per conditions existing in the contract with the carrier. The Employer agrees to give a copy of an information brochure to each employee. The College

agrees to advise the Union of any program changes and further that all proposed program changes will be discussed with the Union prior to initiating the change.

(a) The Employer shall provide a mutually acceptable Group Life Plan with benefits as follows:

Under age 35.....	400% of Annual Salary
Age 35-40.....	375% of Annual Salary
Age 41-45.....	350% of Annual Salary
Age 46-50.....	325% of Annual Salary
Age 51-55.....	300% of Annual Salary
Age 56-60.....	250% of Annual Salary
61 and over	200% of Annual Salary

(b) The Employer shall provide a mutually acceptable Disability Insurance Plan providing sixty percent (60%) of monthly earnings to a maximum of four thousand dollars (\$4,000).

26.2 Cost Share

Total contributions by employees to the above plans are based on a percentage of salary and represent one-half (1/2) of the total costs of the two (2) plans. In allocation of costs, it is agreed that the employee pays the entire premium for the long term disability plan in order to obtain income tax benefits in the event of total disability.

26.3 Business Travel Accident Insurance

Insurance coverage while traveling on the business of the College will be afforded to all employees at the rate of fifty thousand dollars (\$50,000). (This does not include travel to and from your normal place of work.)

26.4 Dental Plan

All continuous appointment employees are eligible for participation in the dental plan as provided by CU&C Health Services Society and in effect as of June 1, 1983. The cost of the plan will be borne entirely by the College. Part-time and sessional appointment employees shall receive prorated College contributions.

100%	- Plan A
60%	- Plan B
50%	- Plan C, to a lifetime maximum of \$2000 per patient

26.5 Medical Services Plan and Extended Health Benefits Plan

The College shall provide the Medical Services Plan and an Extended Health Benefits Plan to all continuous and sessional employees, as defined in Article 12, year round. Part-time and sessional appointment employees shall receive prorated College contributions.

The two (2) parties to this Agreement agree to contribute towards the premiums of said Plans in the following manner:

Plan	College Contributions	Employee Contributions
Medical Services Plan	60%	40%

equipment. In the event that repairs cannot immediately be effected, the equipment will be correctly identified and kept out of service until repaired. It shall not be considered a violation of his/her employment when an employee refuses to operate such identified equipment.

29.2 Hot Products

- (a) No employee covered by this Agreement shall be required to handle any product declared by the Canadian Labour Congress or the B.C. Federation of Labour, to be a *"Hot Product"*.
- (b) No employee covered by this Agreement will be required to do any work that would normally be done by another employee of the College who is engaged in strike action.

29.3 Copies of Agreement

The Union and the College desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason the College shall print sufficient copies of the Agreement for distribution to the employees.

ARTICLE 30 - TECHNOLOGICAL CHANGE

The procedures to be followed by the College and the Union concerning technological change shall be in accordance with the Labour Relations Code of B.C.

ARTICLE 31 - TERM OF AGREEMENT

31.1 Duration

This Agreement shall be binding and remain in effect from January 1, 1996 to March 31, 1998.

31.2 Notice to Bargain

- (a) This Agreement shall be open for collective bargaining by either party giving written notice to the other party on or after January 1, 1998, but in any event, no later than midnight January 31, 1998.
- (b) Where no notice is given by either party prior to January 31, 1998, both parties shall be deemed to have been given notice under this clause on January 31, 1998 and thereupon Clause 31.3 of this Agreement applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the Board.

31.3 Commencement of Bargaining

Where a party of this Agreement has given written notice under Clause 31.2 of this Agreement the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

31.4 Change in Agreement

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

31.5 Provincial Framework

The parties acknowledge that they have ratified, and are bound by, the Multi-Institutional Framework Agreement dated May 15, 1996.

The parties agree that if a question or issue from the application of the Provincial Framework agreement and/or its relation to any part of the collective agreement, either party may submit a clarification request to the Provincial Joint Committee.

Effective April 1, 1997 a new common salary scale/rates as provided for under the Framework Agreement.

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

**SIGNED ON BEHALF OF
THE BCGEU:**

**SIGNED ON BEHALF OF
SELKIRK COLLEGE:**

John T. Shields
President

Audrey Moore
Chairperson of the Board

Dan Bradford
Bargaining Committee

Pat McLaughlin
Vice-Chairperson of the Board

Harry Kidd
Bargaining Committee

Dale Schatz
Vice-President, Administration

Ralph Pollock
Bargaining Committee

Marion Beattie
Bargaining Committee

Mike Orders
Staff Representative

Dated this _____ day of _____, 19 _____.

APPENDIX A
INSTRUCTORS' SCALE
Effective April 1, 1997

Step	Annual Salary	Monthly Salary Hourly Salary
1	63,400	5,283.34 40.65
2	61,900	5,158.34 39.68
3	60,400	5,033.34 38.72
4	58,900	4,908.34 37.76
5	57,400	4,783.34 36.80
6	55,900	4,658.34 35.84
7	54,400	4,533.34 34.88
8	52,900	4,408.34 33.92
9	51,400	4,283.34 32.95
10	49,900	4,158.34 31.99
11	48,400	4,033.34 31.03
12	46,900	3,908.34 30.07
13	45,400	3,783.34 29.11
14	43,900	3,658.34 28.15

APPENDIX B**INSTRUCTIONAL ASSISTANTS' SCALE
Effective April 1, 1997**

Step	Annual Salary	Monthly Salary Hourly Salary
1	43,618	3,634.84 27.97
2	43,251	3,604.25 27.73
3	41,999	3,499.92 26.93
4	40,584	3,382.00 26.02
5	39,184	3,265.34 25.12
6	37,801	3,150.09 24.24
7	36,385	3,032.09 23.33
8	34,954	2,912.84 22.41
9	33,554	2,796.17 21.51
10	32,122	2,676.84 20.60
11	30,657	2,554.75 19.66
12	29,356	2,446.34 18.82

APPENDIX C

STIPENDS
Effective April 1, 1997

	Annual Salary
	Monthly Salary
Program Head	1,601.56
	133.47
Department Head	3,775.12
	314.60

APPENDIX D
PLACEMENT FORMULA

A. MINIMUM QUALIFICATION STEP 1

In excess of Minimum Qualifications Additional Steps

B. INSTRUCTIONAL QUALIFICATIONS:

1. Successful completion of ID Program or in possession of a valid teaching certificate 1 Step

2. Total years of post secondary teaching experience or combination of relief and night school teaching. For part-time instructor, six hundred (600) hours equivalent to one year's teaching. 1 Step/Yr.

C. ADDITIONAL QUALIFICATIONS:

1. Additional qualifications above minimum for completion of relevant approved course of studies (e.g., Baccalaureate Degree, Certification, etc.) .5 Step/Yr.

2. Work experience considered related (including teaching K - Gr. 12) - maximum of ten (10) years after consultation and agreement of the Union. .5 Step/Yr.

Notes:

- A. If the individual's qualifications and experience are such that the College considers him/her to be particularly important to its program but the salary established by the placement is inadequate, up to two (2) additional steps may be granted. The use of an additional step(s) must be considered truly exceptional, and only implemented after mutual agreement with the Union.

- B. Individuals who qualify for additional steps under B or C but do not meet the minimum qualifications for Step 1 Scale Placement, will have the additional steps reduced accordingly.

- C. A Joint Committee will be established to evaluate formal qualifications in excess of minimum for completed courses of study (Item C 1).

- D. No employee presently employed with Selkirk College and a member of the BCGEU Bargaining Unit shall suffer a salary reduction as a result of this Placement Formula.

RECOMMENDED STEP: _____

**INSTRUCTOR'S MINIMUM QUALIFICATIONS FOR
SCALE PLACEMENT - STEP 1**

- Automotive:** Certified Journeyman
Minimum of nine (9) years trade experience (combination of
apprentice and journeyman level)
- Heavy Duty:** Certified Journeyman
Minimum of nine (9) years trade experience (combination of
apprentice and journeyman level)
- Millwright:** Certified Journeyman
Minimum of nine (9) years trade experience (combination of
apprentice and journeyman level)
- Electrical:** Certified Journeyman
Minimum of nine (9) years trade experience (combination of
apprentice and journeyman level)
- Welding:** Certified Journeyman
Minimum of nine (9) years trade experience (combination of
apprentice and journeyman level)
- Hairdressing:** Certification
Minimum of nine (9) years trade experience (combination of
apprentice and journeyman level)
- Office Administration:** **Secretarial Areas:**
One (1) Year Post Secondary Training plus directly related trade
experience, minimum of eight (8) years.
- Accounting:**
Two (2) Year Post Secondary Accounting, or Third Year RIA, CGA,
or CA Training plus directly related accounting experience, minimum
of seven (7) years, or acceptable combination of education and
accounting experience.
- Drafting:** Certified Draftsman/Technician 2 years
Trade experience minimum 7 years
- Practical Nursing:** Registered--RNABC 2 years minimum
Trade experience minimum 7 years
- Ski Resort Operations & Management:**
Graduate of two (2) Year Post Secondary Program, i.e., Business
Administration, Wildland Recreation, etc., plus trade related
experience minimum of seven (7) years or acceptable combination
of education and trade experience.
- A.B.E.:** Relevant four (4) Year Post Secondary Program plus minimum of
five (5) years teaching experience or acceptable combination of
education and teaching.

Minimum Grade 12 requirement for all positions.

MEMORANDUM OF UNDERSTANDING #1

CONVERSION FROM REGULAR TO SESSIONAL STATUS

Those employees defined as regular under the 1989 - 1991 Collective Agreement and whose employment status is amended to sessional as per Article 12.3 of this Agreement shall remain entitled to the full benefits extended to continuous employees in the following articles:

- Article 10.4 Re-employment
- Article 20.1 Sick Leave
- Article 26.5 Dental Plan
- Article 26.6 Medical Services Plan and Extended Health Benefits Plan

Application of the above will cease when an employee's employment status converts to continuous or part-time or their employment is terminated.

**SIGNED ON BEHALF OF
THE BCGEU:**

**SIGNED ON BEHALF OF
SELKIRK COLLEGE:**

John T. Shields
President

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Chairperson of the Board

Dan Bradford
Bargaining Committee

Pat McLaughlin
Vice-Chairperson of the Board

Harry Kidd
Bargaining Committee

Dale Schatz,
Vice-President, Administration

Ralph Pollock
Bargaining Committee

Marion Beattie
Bargaining Committee

Mike Orders
Staff Representative

Dated this _____ day of _____, 19 _____.

MEMORANDUM OF UNDERSTANDING #2

DENTAL PLAN COVERAGE

Article 26.5 Dental Plan of the 1989 - 1991 Collective Agreement read as follows:

All employees are eligible for participation in the dental plan as provided by CU&C Health Services Society and in effect as of June 1, 1983. The cost of the plan will be borne entirely by the College.

- 100% - Plan A
- 60% - Plan B
- 50% - Plan C to a lifetime maximum of \$2,000 per patient.

The parties agree that those sessional employees who established their eligibility to the above article will continue to have the cost of their dental plan coverage borne entirely by the College when in receipt of dental plan benefits.

**SIGNED ON BEHALF OF
THE BCGEU:**

**SIGNED ON BEHALF OF
SELKIRK COLLEGE:**

John T. Shields
President

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Chairperson of the Board

Dan Bradford
Bargaining Committee

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Vice-Chairperson of the Board

Harry Kidd
Bargaining Committee

Dale Schatz
Vice-President, Administration

Ralph Pollack
Bargaining Committee

Marion Beattie
Bargaining Committee

Mike Orders
Staff Representative

Dated this _____ day of _____, 19 _____.

MEMORANDUM OF UNDERSTANDING #3

EMPLOYEE ASSISTANCE PLAN

The parties agree to a continuance of intent with a commitment of implementing an Employee Assistance Plan during the first year of this agreement.

The parties recommend a Joint Committee of all Bargaining Units and the College be formed to pursue the implementation and operation of an Employee Assistance Plan.

The objective will be to have a program in place within one (1) year from the date of ratification.

Subject to the approval of all parties, the Committee shall consist of two (2) appointees from each Bargaining Unit and two (2) appointees from the College.

**SIGNED ON BEHALF OF
THE BCGEU:**

**SIGNED ON BEHALF OF
SELKIRK COLLEGE:**

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President

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Ralph Pollock
Bargaining Committee

Marion Beattie
Bargaining Committee

Mike Orders
Staff Representative

Dated this _____ day of _____, 19 _____.