

**Memorandum of Settlement****Local Agreement****Between****Selkirk College****And****British Columbia Government and Service Employees' Union  
(BCGEU)****For the term of April 1, 2007 to March 31, 2010**

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

1. The parties agree that all other items in the current collective agreement will be rolled over into the new agreement.
2. The parties agree that the existing BCGEU Professional Development Committee will develop the process and criteria, in accordance with the common table agreement on the 0.6% Employer Directed Professional Development Fund.
3. The parties agree to the amended and additional language attached to be included under Articles 9.06, 12.01, 27.01, 27.02, 27.03, 27.04 and 27.05.
4. The parties agree to delete Letter of Understanding #1.
5. The parties agree to remove Article 19.03 General Education Leave.
6. The parties agree to amend the dates in Article 31 Term of the Agreement to reflect the dates in the Common Agreement of April 1, 2007 to March 31, 2010.
7. The parties agree that the attached pay scales as amended at the common table will become Appendix A, B and C of the local agreement.
8. The parties agree to rename Article 10.01 to **Action Plan from Informal Evaluation** and to renumber this to Article 10.02 and to renumber Formal Evaluations from 10.02 to 10.01.

Signed by the Parties at Castlegar, British Columbia on March 27, 2007.

On Behalf of the Union

On Behalf of the Employer

[Redacted signature line]

~~Henry Hanesraaf~~

~~Linda McLaughlin~~

[Redacted signature line]

~~Al Walker~~

~~George McIvor~~

[Redacted signature line]

~~Danny Bradford~~

~~Gerry Gauthier~~

[Redacted signature line]

~~Jackie Chaplin~~

~~Marilyn Luscombe~~

[Redacted signature line]

~~Ian McAlpine~~

~~Kate Fegnotti~~

[Redacted signature line]

~~Bill Winegarten~~

**ARTICLE 27. REGULAR FULL TIME EMPLOYEES AND REGULAR PART TIME EMPLOYEES LAYOFF AND RECALL**

**27.01 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" has been removed

- c) Employees on recall will have first right of refusal to work for which they are qualified, and this right supersedes the rights of other employees to maximize their workload in accordance with Article 9.06.

**27.02 (New) Recall Procedures \*(New clause with all new language)**

- a) Laid off employees are eligible for recall for a period of two (2) years, commencing on the date of layoff.
- b) Laid off employees, who are eligible for recall, may accept non-regular work. Should regular work become available, that employee would have first right of refusal for such regular work.
- c) Laid off employees will not realize an increase in their percentage of appointment by virtue of recall.

**27.03 Instructional Assistant Notice of Layoff \* (renumbered due to insertion of new 27.02)**

Instructional Assistants may exercise their seniority rights only within the Instructional Assistant seniority list. Instructional Assistants with less than one (1) years seniority shall receive one (1) months notice. Instructional Assistants with one (1) to three (3) years seniority shall receive three (3) months notice. Instructional Assistants with over three (3) years service shall receive four (4) months notice. The notice given will be exclusive of accrued vacation credits.

**27.04 Instructors Notice of Layoff (renumbered as per above note)**

- a) Instructors may exercise their seniority rights within the Instructional Assistant or Instructor's seniority lists.
- b) Instructors with less than one (1) year 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 seniority shall receive four (4) months notice. The notice given will be exclusive of accrued vacation credits.

**27.05 Severance \*(renumbered as per above note)**

- 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, which will be paid out on a monthly basis.\*

**\* new wording: "... which will be paid out on a monthly basis".**

- c) If an employee who has received a severance payment is recalled, she will refund to the College, the portion of severance that exceeds one (1) month severance for each month of layoff.
- b) 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 9. DEFINITION OF EMPLOYEES

### 9.06 Maximization to Regular Positions

The Employer agrees to offer additional work opportunities to regular part-time or non-regular employees who are qualified to perform the work available provided **\*that there are no qualified employees on lay off**. The additional opportunities shall be posted as per Article 12.01 and offered to the senior qualified applicant.

**\* New Wording**

## ARTICLE 12. POSTINGS AND VACANCIES

### 12.01 Posting Period

All vacancies in the bargaining unit will be posted internally on the appropriate bulletin boards and College Web site for a minimum seven (7) day period **\*provided that there are no qualified employees on layoff**. **\*\*If no applications are received during the seven (7) day period, the vacancy may be posted externally.**

**\* New Wording**

**\*\* Wording Deleted:**

**"The College shall send notice to laid off employees only upon request."**

**APPENDIX A  
Instructors' Salary Scale**

STEP	April 1, 2007		April 1, 2008		April 1, 2009	
	Annual	Monthly	Annual	Monthly	Annual	Monthly
<b>1</b>	78,729	6,560.75	80,972	6,747.66	83,231	6,935.91
<b>2</b>	74,795	6,232.91	76,366	6,363.83	77,970	6,497.50
<b>3</b>	69,671	5,805.91	71,134	5,927.83	72,628	6,052.33
<b>4</b>	66,819	5,568.25	68,223	5,685.25	69,655	5,804.58
<b>5</b>	64,372	5,364.33	65,724	5,477.00	67,104	5,592.00
<b>6</b>	61,925	5,160.41	63,225	5,268.75	64,553	5,379.41
<b>7</b>	59,477	4,956.41	60,726	5,060.50	62,002	5,166.83
<b>8</b>	57,030	4,752.50	58,228	4,852.33	59,450	4,954.16
<b>9</b>	54,583	4,548.58	55,729	4,644.08	56,899	4,741.58
<b>10</b>	52,135	4,344.58	53,230	4,435.83	54,348	4,529.00
<b>11</b>	49,688	4,140.66	50,731	4,227.58	51,797	4,316.41

**APPENDIX A-2**  
**Re: Article 18.02 (c)**  
**\*Instructors' Professional Development Stipend**

STEP	April 1, 2007		April 1, 2008		April 1, 2009	
	Annual	Monthly	Annual	Monthly	Annual	Monthly
1	1,574.58	131.21	1,619.44	134.95	1,664.62	138.71
2	1,495.90	124.65	1,527.32	127.27	1,559.40	129.95
3	1,393.42	116.11	1,422.68	118.55	1,452.56	121.04
4	1,336.38	111.36	1,364.46	113.70	1,393.10	116.09
5	1,287.44	107.28	1,314.48	109.54	1,342.08	111.84
6	1,238.50	103.20	1,264.50	105.37	1,291.06	107.58
7	1,189.54	99.12	1,214.52	101.21	1,240.04	103.33
8	1,140.60	95.05	1,164.56	97.04	1,189.00	99.08
9	1,091.66	90.97	1,114.58	92.88	1,137.98	94.83
10	1,042.70	86.89	1,064.46	88.70	1,086.96	90.58
11	993.76	82.81	1,014.62	84.55	1,035.94	86.32

**Note: \* The Instructor Professional Development Stipend is funded entirely by the Professional Development Fund.**

**Note: \* The Stipend shown in the scale above is deemed to be salary for pension and all other purposes.**

**APPENDIX B****Instructional Assistants' Salary Scale**

Instructional Assistants scales at Selkirk College will be equivalent to 80% of Appendix A.

STEP	April 1, 2007		April 1, 2008		April 1, 2009	
	Annual	Monthly	Annual	Monthly	Annual	Monthly
1	62983.20	5,248.60	64,777.60	5,398.13	66,584.80	5,548.73
2	59,836.00	4,986.33	61,092.80	5,091.06	62,376.00	5,198.00
3	55,736.80	4,644.73	56,907.20	4,742.26	58,102.40	4,841.86
4	53,455.20	4,454.60	54,578.40	4,548.20	55,724.00	4,643.66
5	51,497.60	4,291.46	52,579.20	4,381.60	53,683.20	4,473.60
6	49,540.00	4,128.33	50,580.00	4,215.00	51,642.40	4,303.53
7	47,581.60	3,965.13	48,580.80	4,048.40	49,601.60	4,133.46
8	45,624.00	3,802.00	46,582.40	3,881.86	47,560.00	3,963.33
9	43,666.40	3,638.86	44,583.20	3,715.26	45,519.20	3,793.26
10	41,708.00	3,475.66	42,584.00	3,548.66	43,478.40	3,623.20
11	39,750.40	3,312.53	40,584.80	3,382.06	41,437.60	3,453.13

**APPENDIX B-2**  
**RE: Article 18.02 (c)**  
**\*Instructional Assistants' Professional Development Stipend**

STEP	April 1, 2007		April 1, 2008		April 1, 2009	
	Annual	Monthly	Annual	Monthly	Annual	Monthly
1	1,259.66	104.97	1,295.55	107.96	1,331.69	110.97
2	1,196.72	99.72	1,221.85	101.82	1,247.52	103.96
3	1,114.73	92.89	1,138.14	94.84	1,162.04	96.83
4	1,069.10	89.09	1,091.56	90.96	1,114.48	92.87
5	1,029.95	85.82	1,051.58	87.63	1,073.66	89.47
6	990.80	82.56	1,011.60	84.25	1,032.84	86.07
7	951.63	79.30	971.61	80.96	992.03	82.66
8	912.48	76.04	931.64	77.63	951.20	79.26
9	873.32	72.77	891.66	74.30	910.38	75.86
10	834.16	69.51	851.68	70.97	869.56	72.46
11	795.00	66.25	811.69	67.64	828.75	69.06

**Note: \* The Instructional Assistant Professional Development Stipend is funded entirely by the Professional Development Fund.**

**Note: \* The Stipend shown in the scale above is deemed to be salary for pension and all other purposes.**

**APPENDIX C****School Chair / Department Head / Coordinator Stipends**

Note: Stipends will be adjusted as per Common Agreement, 2.1% - 2.1% - 2.1%

	April 1, 2007		April 1, 2008		April 1, 2009	
	Annual	Monthly	Annual	Monthly	Annual	Monthly
Coordinator	1,774.40	147.86	1,811.66	150.97	1,849.70	154.14
School Chair/ Department Head	4,255.54	354.62	4,344.90	362.07	4,436.14	369.67