

MEMORANDUM OF AGREEMENT

between

SELKIRK COLLEGE
(hereinafter called "the Employer")

and the

THE PULP PAPER AND WOODWORKERS OF CANADA (PPWC), LOCAL 26
(hereinafter called "the Union")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE PULP PAPER AND WOODWORKERS OF CANADA LOCAL 26 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING JANUARY 01 2013 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2011-2012 Collective Agreement continue except as specifically varied below by paragraphs 2 to 9, both inclusive.

2. **Effective Dates**

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

3. **Term of Agreement**

The term of the new collective agreement shall be for twenty-four (24) months, effective from January 01, 2013 to December 31, 2014.

Also delete "A.D." in Clause 24.01.

4. **Appendix "A"**

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



5. **Wage Increase**

Schedule "A" of the collective agreement shall be amended as follows and effective on the dates indicated:

- (a) Effective June 01, 2013, all rates of pay which were in effect on May 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (b) Effective September 01, 2013, all rates of pay which were in effect on August 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (c) Effective January 1, 2014, all rates of pay which were in effect on December 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

These wage increases shall apply to all current employees who are members of the bargaining unit.

Also delete the following language from Schedule A:

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

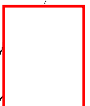
6. **Letters of Understanding**

Effective the date of ratification, the Employer and the Union agree to renew the following Letters of Understanding:

- Appendix B – Letter of Understanding re: Contracting Out, under Article 3.07 of the Collective Agreement
- Appendix C – Letter of Understanding re: Student Work including the department/supervisor listing
- Appendix G – Letter of Understanding re: Contracting Out
- Appendix H – Letter of Understanding re: Recognition of Long Service
- Appendix I – Letter of Understanding re: Cafeteria Operations
- Appendix J – Letter of Understanding re: Cafeteria Operations

Also amend Appendix C by deleting B 2) e) and adding the following language;

Students hired by the College for student work opportunities and co-op positions shall be paid amounts that are at the discretion of the College.



Effective the date of ratification, the Employer and the Union agree to delete the following Letters of Understanding:

- Appendix K – Letter of Understanding re: Fiscal Dividend
- Appendix L – Letter of Understanding re: Compensation Re-Opener

7. Add a New **Letter of Understanding re: On-call Employees** to read as follows:

During the life of this Collective Agreement, the College agrees that on-call employees shall be called for work on the basis of their qualifications and abilities and demonstrated ongoing availability. Where two or more employees with equal qualifications and abilities are available, and where such employees have demonstrated ongoing availability, those employees will be called for work on the basis of seniority.

Except for employees who have been appointed to regular or temporary positions, those employees who have been placed on the on-call lists and who have not worked within a six month period, may have their name removed from the on-call lists by the Human Resources Department and will be considered to have resigned their employment.

This Letter of Understanding expires on December 31, 2014

8. **Ratification**

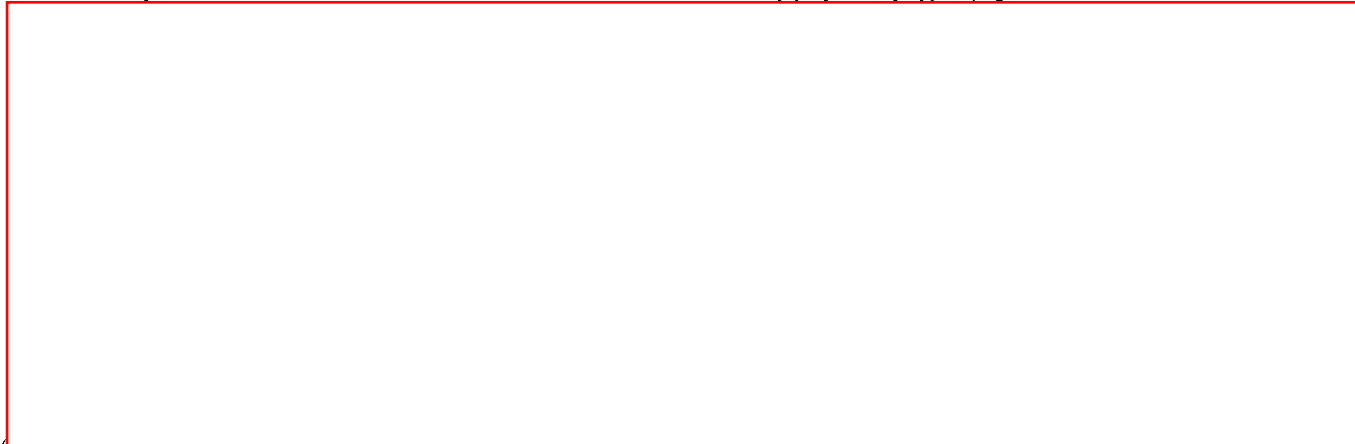
The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations.

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

Signed this 13 day of December, 2013.

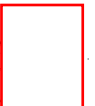
BARGAINING REPRESENTATIVES FOR THE
EMPLOYER:

BARGAINING REPRESENTATIVES FOR THE
UNION: *[Signature]*



APPENDIX "A"

<ALL LOCAL AGREED TO ITEMS>



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~~, **Labour Relations Board** 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.

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 **Labour Relations Code** of British Columbia.

Signed on behalf of Selkirk College

Signed on behalf of PPWC



Date: 2013/11/21

ARTICLE 1 – UNION RECOGNITION

1.10 **Prior to** ~~On~~ commencing employment, the new **employees** immediate supervisor shall provide the new employee **be provided by the College** with a copy of the Collective Agreement and a listing of the union executive.

Signed on behalf of Selkirk College

Signed on behalf of PPWC

Date: 2013 / 12 / 09

ARTICLE 4 – UNION TIME OFF

4.01

- a) 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.
- b) 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.
- c) 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.
- d) 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

Signed on behalf of Selkirk College 

Signed on behalf of PPWC



Date: 2013/12/10

ARTICLE 7 – OVERTIME

7.07 Overtime occurring on a weekend or Statutory Holiday shall be granted on the basis of seniority and qualifications within the Department where it occurs

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

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

Signed on behalf of Selkirk College

Signed on behalf of PPWC

Date: 2013/11/21

8.01 ARTICLE 8 – STATUTORY HOLIDAYS

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

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

Signed on behalf of Selkirk College

Signed on behalf of PPWC

Date: 2013/11/19

ARTICLE 9 – VACATION ENTITLEMENT

9.02 Vacation Entitlement

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

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

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

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

Employees, other than On-call or temporary, with more than one years 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.

Signed on behalf of Selkirk College

Signed on behalf of PPWC

Date: 2013/11/21

ARTICLE 10 – SICK LEAVE

10.05 An employee entitled to sick leave under this Article, shall receive forty percentum **percent** (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 **BC Municipal Pension Plan**, 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 Pension Plan.
- e) Employees with five (5) years seniority or more, on severance, shall receive forty percentum **percent** (40%) pay out of their accumulated sick leave. This clause does not include employees who are dismissed for just cause.

10.09 An employee who becomes ill while at work and **who** cannot perform **his/her** duties shall report to the appropriate supervisor before taking leave.

Signed on behalf of Selkirk College

Signed on behalf of PPWC

Date: 2013/11/21

ARTICLE 12 – SENIORITY AND PROBATION

12.03 The seniority date for all employees shall be from the original date of employment.

Probationary Period

- .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.

On-call and temporary employees shall be on probation for a period of sixty (60) days of work of broken or continuous employment during a twelve (12) month period. ~~within the job groupings listed in Appendix D.~~
- .2** A regular employee shall be entitled to all rights and benefits of this agreement after sixty (60) days of work or successful completion of the probationary period, whichever is less.
- .3** On-call and temporary employees shall be entitled to seniority and other benefits as specified when they have completed sixty (60) days of work of broken or continuous employment during a twelve (12) month period. ~~within the job groupings listed in Appendix D.~~

**APPENDIX "D" –
Job Groupings re: Article 12.03.2**

Delete

Signed on behalf of Selkirk College

Signed on behalf of PPWC

Date: 2013/12/12

ARTICLE 13 – GENERAL PROVISIONS

13.10 An employee who, through advancing years or an employee who is pregnant, and who 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.

Signed on behalf of Selkirk College

Signed on behalf of PPWC

Date: 2013/12/09

ARTICLE 16 – SAFETY

- 16.02 Selkirk College shall have a Joint Occupational Health and Safety Committee structured in accordance with the **WorkSafe BC**. BC Occupational Health and Safety Regulations.
- 16.03 The **Joint Occupational Health and Safety** Committee shall hold meetings as mandated by **WorkSafe BC** the BC Occupational Health and Safety Regulations and all unsafe or dangerous conditions shall be discussed and dealt with at such meetings.
- 16.04 **Minutes of all Joint Occupational Health and Safety** Committee meetings shall be kept and copies of such minutes shall be sent to the Employer and the **President Executive and the Recording/Corresponding Secretary** of the Union.
- 16.05 Time spent during the regular working hours by employees in performance of their duties as members of the **Joint Occupational Health and Safety** Committee shall be considered as time worked.
- 16.06 All employees in any dangerous capacity **who are required by the nature of their job to wear protective clothing or to use equipment** shall be supplied with all necessary tools, safety equipment and protective clothing when needed.
- 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.

Signed on behalf of Selkirk College

Signed on behalf of PPWC



Date: 2013/11/21

ARTICLE 18 – CLASSIFICATIONS

18.02 The Employer and the Union agree that all existing and new positions will be administered according to the Joint Gender Neutral Job Evaluation Plan Program Terms of Reference dated 1994-02-15, as amended. ~~The current Job Evaluation Plan is under review and revision. The College will pay the costs of having three Union participants on the Joint Job Evaluation Committee.~~ **PPWC Joint Job Evaluations Committee**

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

Signed on behalf of Selkirk College

Signed on behalf of PPWC

Date: 2013/11/21

ARTICLE 21 – GENERAL LEAVE

21.02 Leave of Absence to Serve as Jurors or Court Witnesses

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.

21.04 Leave of Absence to Fill Temporary Positions

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.

Signed on behalf of Selkirk College

Signed on behalf of PPWC

Date: 2013/11/21

ARTICLE 24 – TERM OF AGREEMENT

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.~~

The operation of **subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to the Collective Agreement.**

Signed on behalf of  Selkirk College

Signed on behalf of PPWC

Date:

2013/12/10

Agreed Language
Selkirk College and PPWC Support Staff

APPENDIX E
LETTER OF UNDERSTANDING re: 139 - Renew

SCHEDULE F 1 - Renew

SCHEDULE F 2 - Renew

Signed on behalf of Selkirk College

Signed on behalf of PPWC



Date: 2013/12/10