

MEMORANDUM OF SETTLEMENT

between the

SELKIRK COLLEGE
(hereinafter called "the Employer")

and the

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION, LOCAL 709
(hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE SELKIRK COLLEGE ACTING ON BEHALF OF THE SELKIRK COLLEGE (hereinafter called "the Employer"), AGREE TO SUBMIT TO THE SELKIRK COLLEGE BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION, LOCAL 709 (hereinafter called "the Union"), AGREE TO SUBMIT TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 01 2012 AND EXPIRING MARCH 31 2014 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE TERMS OF THE SETTLEMENT ACHIEVED AT THE COMMON TABLE AND THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2012-2014 Collective Agreement continue except as specifically varied below by paragraphs 2 to 3, 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 of Settlement, unless otherwise specified.

3. **Attachment "A"**

The Employer and the Union agreed to the amendments to the new Collective Agreement identified as Attachment "A".

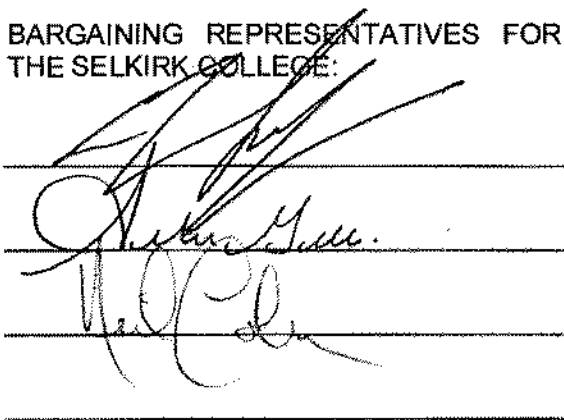
4. **Ratification**

The parties expressly agree that, upon the completed signing of this Memorandum of Settlement and the Memorandum of Settlement from the Common Table, the parties shall submit both Memoranda together to their respective principals for approval and schedule the necessary meetings to ensure that their principals vote on the recommendations.

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

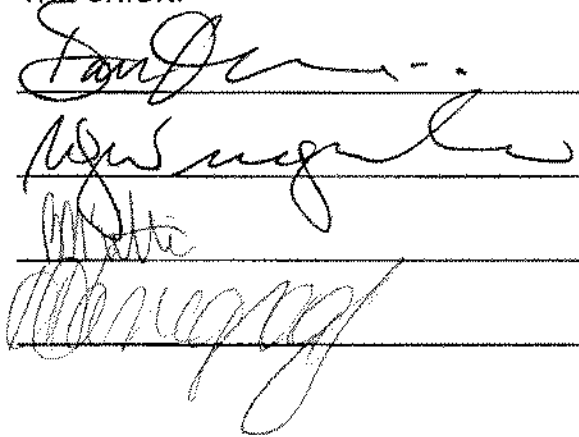
Signed this ~~26~~²⁷ day of Feb, 2014.

BARGAINING REPRESENTATIVES FOR
THE SELKIRK COLLEGE:



Three handwritten signatures are written over three horizontal lines. The first signature is large and bold. The second signature is written in a cursive script. The third signature is also in a cursive script.

BARGAINING REPRESENTATIVES FOR
THE UNION:



Three handwritten signatures are written over three horizontal lines. The first signature is in a cursive script. The second signature is also in a cursive script. The third signature is in a cursive script.

ATTACHMENT "A"

Signed off tentative agreements as attached

BCGEU and Selkirk College

As per #7 of the Protocol Agreement for the 2014 BCGEU College Faculty Common Agreement:

"Any local issues that are not resolved (i.e. withdrawn or tentatively agreed to by March 7th) will be advanced to the common table for negotiations during the week of March 31st".

The Parties agree the following two issues were not resolved:

1. Union Proposal

9.4 Conversion to Regular ~~Part-time~~

~~Non-regular employees who have been in the same profile base funded position for two (2) consecutive years shall receive a regular part-time contract which will state the total number of months of employment, the percentage of appointment, and approximate start and end dates. The appointment letter will include only the eligible base funded activities. Any modifications to the terms of the appointment letter would be communicated with a replacement appointment letter, four (4) months prior to the change, be converted to regular status.~~

2. Employer Proposal

ARTICLE 28 – RETIREMENT

28.3 Early Retirement

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

~~The College will offer or accept at least one early retirement incentive each year. In the event no employee is eligible for an incentive, the funding for the incentive will be carried forward to a maximum of five (5) incentives.~~

(b) Qualification Criteria

The College may offer ~~or an employee may request~~ an early retirement incentive each year 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 a regular full-time employee 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 full-time employee.

(c) Selection Criteria

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

1. employees within program areas in which downsizing is planned;
2. employees with the greater seniority based on years of service or fraction thereof;
3. employees with the least time remaining prior to retirement;

(d) **Application Offer and Agreement**

- ~~1. An employee who wishes to be considered for an early retirement incentive must make the necessary application by November 1st the year prior to intended retirement. The College will consider all applications. Offers or rejections will may be made to an employees by March 31st.~~
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 not be considered standing applications for the following twelve (12) month period. Applicants will need to reapply on an annual basis.~~
3. 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.
4. 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.
5. The College will provide the Union with copies of all early retirement incentive agreements.

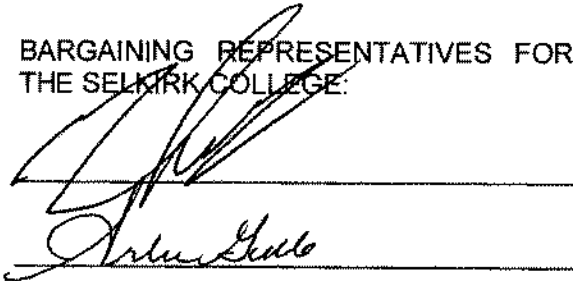
(e) **Early Retirement Incentive Payment**

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

Age at Retirement	% of Annual Salary at Time of Retirement
55 to 59	100%
60	80%
61	60%
62	40%
63	20%
64	0%

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, three (3) 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.

BARGAINING REPRESENTATIVES FOR
THE SELKIRK COLLEGE:



BARGAINING REPRESENTATIVES FOR
THE UNION:

9.4 Conversion to Regular ~~Part Time~~

Non-regular employees who have been in the same profile base funded position for two (2) consecutive years shall receive a regular part-time 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.

Effective the date of ratification, at the discretion of the employer, the appointment may be to a regular full-time contract for eligible base funded activities.

28.3 Early Retirement Incentive

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

The College will offer or accept at least one early retirement incentive each year. In the event no employee is eligible for an incentive, the funding for the incentive will be carried forward to a maximum of **three (3)** ~~five (5)~~ incentives.

(b) *Qualification Criteria*

The College may offer 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 a regular full-time employee 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 full-time 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 greater seniority based on years of service or fraction thereof;
- (3) employees with the least time remaining prior to retirement;

(d) *Application and Agreement*

(1) An employee who wishes to be considered for an early retirement incentive must make the necessary application by November 1st the year prior to intended retirement. The College will consider all applications. Offers or rejections will be made to employees by the following March 31st.

(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 not be considered standing applications for the following twelve (12) month period. Applicants will need to reapply on an annual basis.

(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:

Age at Retirement	% of Annual Salary at Time of Retirement
55 to 59	100%
60	80%
61	60%
62	40%
63	20%
64	0%

- (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, three (3) 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.

The Employer and the Union agree that the outstanding issues referenced in the local Memorandum of Settlement dated February 26th, 2014 have been resolved and that the amendments in this document represent a full and final settlement of all local issues and will form a part of the local Memorandum of Settlement.

ARTICLE 1 – PREAMBLE

1.4 College and Union shall acquaint New Employees

(a) 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.

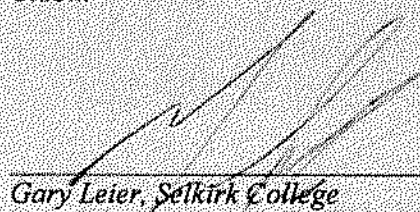
(b) A new employee shall be advised in writing of the name and location of his steward.

(c) Whenever the steward is employed in the same work areas as the new employee the employee's immediate supervisor will introduce him to his steward, who will provide the employee with a copy of the collective agreement.

(d) 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.

Agreed to:


Henny Hanegraaf, BCGEU


Gary Leier, Selkirk College


Chris Rawson, PSEA

Feb 25, 2014
Date

ARTICLE 14 - OVERTIME

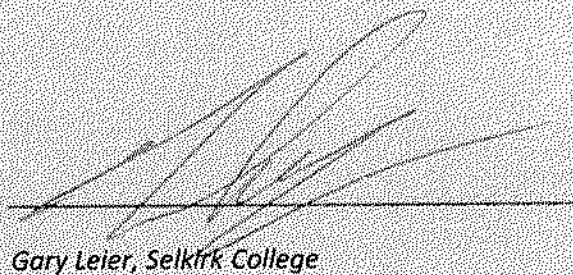
14.2 Authorization and Application of Overtime

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.

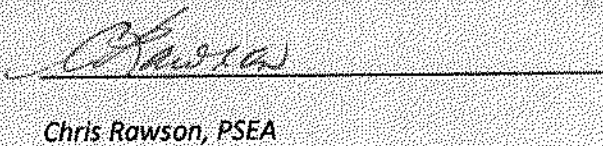
Agreed to:



Henny Hanegraaf, BCGEU



Gary Leier, Selkirk College



Chris Rawson, PSEA

Feb 25, 2014
Date

ARTICLE 25- SAFETY AND HEALTH

25.1 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 Article~~

25.2 First Aid Kits

First aid kits shall be supplied in accordance with this Article Article 25.1

Note: Remaining portion of this Article to be renumbered. Also note current Article 25.5 which references Article 25.2 will need to be re-numbered also.

Agreed to:


Henny Hanegraaf, BCGEU


Gary Leier, Selkirk College


Chris Rawson, PSEA

Feb 25, 2014
Date

INSTRUCTOR'S MINIMUM QUALIFICATIONS

Applied Business Technology:

Graduate of a relevant post secondary program plus relevant experience equalling a total of nine (9) years of education and experience.

Applied Health:

Graduate of a relevant post secondary program plus relevant experience equalling a total of nine (9) years of education and experience.

Developmental Education:

Graduate of a relevant four (4) year post secondary program plus relevant experience equalling nine (9) years of education and teaching experience.

Hospitality and Tourism:

Graduate of a relevant post secondary program plus relevant experience equalling a total of nine (9) years of education and experience.

Job Entry/Re-Entry:

Graduate of a relevant post secondary program plus relevant experience equalling a total of nine (9) years of education and experience.

Trades-Trades:

(as recognized by the Province of B.C.)

Certified journey person, as recognized by the Province of BC plus relevant experience equalling a total of nine (9) years of education and experience.

Job Entry/Re-Entry:

Graduate of a relevant post secondary program plus relevant experience equalling a total of nine (9) years of education and experience.

Agreed to:


Henny Hanegraaf, BCGEU


Gary Leier, Selkirk College


Chris Rawson, PSEA

Feb 25, 2014
Date

APPENDIX E

Selection Committees

Where a vacancy exists for an Instructional Assistant or Instructor, Selection Committees will be constituted as follows:

1. Composition

All selection committees will include:

- (a) the Director of Human Resources or a Senior Administrator;
- (b) the Department Head/School Chair;
- (c) an instructor from the same discipline.

In the event there are currently no instructors in that discipline, an instructor from a related discipline within the bargaining unit, will be included.

- 2. Throughout the selection process, the Director of Human Resources will be responsible for the administration of the selection process.
- 3. Once approval for a position to be filled has been given, the Director of Human Resources (or senior administrator) will initiate the creation of the selection committee.
- 4. The selection committee will have access to all materials submitted by all applicants.
- 5. The selection committee will participate in the preparation of the short list and interviews of the short-listed candidates. All interviews will be conducted with the same individuals from the selection committee in attendance.
- 6. Competency based assessment will be employed in all hiring decisions. Candidates may be required to perform a simulated work exercise.
- 7. A numerical scoring system of predetermined competencies will be used for the purpose of making decisions within the committee.
- 8. Following the interviews, the Director of Human Resources (or designate) will complete reference checks for the candidates selected by the selection committee.
- 9. Following the completion of the reference checks, the selection committee will recommend in ranking order, the candidate(s) considered acceptable by the selection committee.
- 10. The Director of Human Resources will make an offer of employment to the selected candidate on behalf of the College. In the event that the recommendation of the selection committee is not accepted by the College, the Director of Human Resources will outline the reason(s) in confidence to the selection committee.

11. The selection committee will be advised of the selected candidate's response. In the event that an internal candidate is selected, he or she will be responsible for informing his supervisor and will be advised to that effect by the Director of Human Resources.
12. The Director of Human Resources will be the only spokesperson on behalf of the College. Selection committee members will maintain confidentiality and discuss selection related activities only with members of the selection committee.

In the event that one or more members of the selection committee are dissatisfied with the process or decision reached, they may discuss their concern with the President.

Agreed to:


Henny Hanegraaf, BCGEU


Gary Leier, Selkirk College


Chris Rawson, PSEA

Feb 25, 2014
Date

Agreed to Language
BCGEU and Selkirk College
Feb 25, 2014.

Delete

LETTER OF UNDERSTANDING-1
Re: Compensation Re-Opener

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

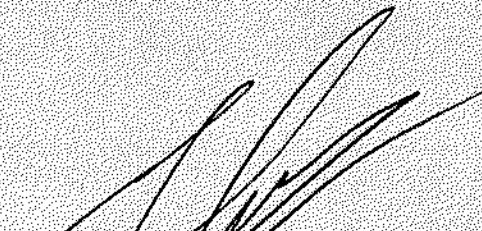
~~Selkirk College agrees that in the event that Government decides to modify the PSEC Mandate as it applies to the entire Public Service and Public Sector during the term of the Selkirk College/B.C. Government and Service Employees' Union (BCGEU - Local 709) Collective Agreement arising from the current collective bargaining, the BCGEU - Local 709 will have the opportunity to renegotiate the total compensation for the balance of the term of the Collective Agreement.~~

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

~~This Letter of Understanding expires at midnight on March 31, 2012.~~

Agreed to:


Henry Hengraaf, BCGEU
Hengraaf


Gary Leier, Selkirk College


Chris Rawson, PSEA

Date: Feb 25, 2014

Agreed to Language
BCGEU and Selkirk College
Employer Counter Proposal
February 26, 2014


New

9.3 Orientation

All new employees will receive an orientation.

Note: Renumber remaining portions of the Article

Agreed to:


Henny Hanegraaf, BCGEU


Gary Leisen, Selkirk College


Date


Chris Rawson, PSEA

LETTER OF UNDERSTANDING 2

RE: ON-LINE LEARNING

The Parties agree to continue to meet by ~~no later than January 31, 2013~~ to discuss and review the workload of on-line instructors in Trail and Castlegar.

The Parties will use the provisions of Article 6.6 Education Technology/Distributed learning of the Common Agreement and clause 13.9 of the local collective agreement as the basis of their discussions.

Any recommendations to amend the collective agreement arising from this Letter of Understanding, are subject to approval and ratification by the respective principals prior to implementation. For the employer ratification requires approval by the College's Board of Governors and the PSEA Board of Directors.

This Letter of Understanding expires at midnight on December 31, 2014 unless there is an agreement between the Parties to extend it beyond that date.

Agreed to:


Henry Hanegraaf, BCGEU


Gary Luer, Selkirk College


Chris Rawson, PSEA

Feb 26, 2014
Date