

TENTATIVE AGREEMENT
between
Selkirk College
(hereinafter called "the Employer")
And
Public and Private Workers of Canada, Local 26

Dated: April 3, 2020

Introduction

The following package of items is to be considered an Offer for Settlement ("the Offer") submitted by the Employer to the Union for the renewal of the 2014-2019 Collective Agreement.

The Offer is presented in a package format. Any issue not included in the Offer from the original list of proposals submitted by either the Employer or the Union is deemed to be withdrawn. Where the Offer is not accepted as a whole, the Offer is withdrawn completely. Any issues left out of the Offer return to active bargaining status if this Offer is rejected. Any issues previously tentatively agreed to will retain that same status if this Offer is rejected.

The Offer is advanced on a without prejudice basis to conclude the renewal of a Collective Agreement.

Should this Offer be accepted as presented, the date of ratification will be the date the parties, including the PSEA Board of Directors, conclude the ratification of their 2019-2022 Collective Agreement

Memorandum of Settlement
between
SELKIRK COLLEGE
(referred to as "the Employer")
and
PUBLIC AND PRIVATE WORKERS OF CANADA, LOCAL 26 ("UNION")
(referred to as "the Union")

"Errors and omissions Excepted"

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE PUBLIC AND PRIVATE WORKERS OF CANADA LOCAL 26 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE PUBLIC AND PRIVATE WORKERS OF CANADA LOCAL 26 Local MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING JANUARY 1, 2020 AND EXPIRING DECEMBER 31, 2022 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2014-2019 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreements shall be for 36 months from January 1, 2020 to December 31, 2022 both dates inclusive.

3. Effective Dates

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

4. SCHEDULE "A"

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

5. SCHEDULE "B"

The Employer and the Union also agreed to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "B".

6. SCHEDULE "C"

The Employer and the Union also agreed to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "C".

7. 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 3 day of April, 2020.

BARGAINING REPRESENTATIVES
FOR THE EMPLOYER:

M. Walsh
Arthur Yaneo
J. Matthews
Tom Tavel

BARGAINING REPRESENTATIVES
FOR THE UNION:

M. Lenard
T. Bulk
M. Waller

SCHEDULE A

1. TERM OF AGREEMENT – 3 year term

Article 24 – Term of Agreement

This Agreement shall be binding and remain in full force and effect from the 1st day of January, 2020 to the 31st day of December, 2022 and shall continue from year to year thereafter unless either party exercises its rights to commence collective bargaining as provided for in the Labour Relations Code of British Columbia.

2. GENERAL WAGE INCREASES

Collective Agreement will be updated as follows:

- Effective January 1, 2020 all wage scales in the collective agreement which were in effect on December 31, 2019 shall be increased by two percent (2%)*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- Effective January 1, 2021, all wage scales in the collective Agreement which were in effect December 31, 2020 shall be increased by two percent (2%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- Effective January 1, 2022, all wage scales in the collective Agreement which were in effect December 31, 2021 shall be increased by two percent (2%). 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 on the date of ratification. Wage increases shall be processed on the first day of the first full pay period following the effective date of the increase. Notwithstanding the foregoing, any former employees who worked for Selkirk College and were part of the bargaining unit between January 1, 2020 and the date of ratification must apply to Selkirk College within six (6) weeks of ratification in order to be eligible and receive the increased amount as retroactive pay. It is understood that any retroactive payments will be processed when practicable, given the current public health issue.

3. Article 6.05 - Clothing Allowance [New]

Custodial Staff shall receive an allowance of \$100.00 per year to be used for the purchase of work clothing.

4. Article 7 – Overtime

7.04 Employees required to work more than one and one-half (1.5) consecutive hours beyond regular shift hours in any day shall be provided with a meal allowance of \$12.00.

Effective the date of Ratification: the meal allowance will be increased to \$14.00

Effective January 1, 2021: the meal allowance will be increased to \$14.28

Effective January 1, 2022: the meal allowance will be increased to \$14.57

~~Effective November 5, 2017 the meal allowance will be increased to \$12.30.~~

~~Effective November 3, 2019 the meal allowance will be increased to \$12.67.~~

5. Article 11.06 – Employee Benefits

The Employer agrees to include all employees who meet the carriers' eligibility requirements in the Employer's Dental Plan and shall pay one hundred percent (100%) of the premiums of said Plan. The benefits payable by the Plan are:

Plan A Level I & II - 100% of cost of services.

Plan B Level III & IV - 80% 60% of cost of services*

Plan C Level IV - 50% of cost of services to a lifetime maximum payment of \$2,000.00 per patient.

* The increase to 80% will take effect on January 1, 2021.

6. Article 20.05 - Compassionate Care Leave [NEW]

An employee will be granted a compassionate care leave of absence without pay for up to twenty-seven (27) weeks to care for a gravely ill family member. For the purpose of this Article, "family member" is defined in the *Employment Standard Act* for Compassionate Care Leave. In order to be eligible for this leave, the employee must provide a certificate from a medical practitioner or nurse practitioner stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks. The employee must give the employer a copy of the certificate as soon as practicable.

An employee who is granted a compassionate care leave of absence to care for a gravely ill family member shall be entitled to the benefits as follows:

- a) The employee's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of twenty-seven (27) weeks, and the premium payment shall be on the same basis as if the employee were not on leave.
- b) Where an employee elects to buy back pensionable service for part of all of the duration of the compassionate care leave, to a maximum of twenty-seven (27) weeks, the employer will pay the employer portion of the pension contribution in accordance with the Pension Plan regulations.
- c) Compassionate care leave, up to a maximum of twenty-seven (27) weeks, shall be treated as continuous employment for the purposes of seniority accrual under this Agreement.

- d) An employee who returns to work following a leave granted under this provision shall be placed in the position the employee held prior to the leave or in a comparable position.

7. Maternity/Parental Leave

ARTICLE 22 – PREGNANCY MATERNITY/PARENTAL LEAVE (INCLUDES ADOPTION)

22.01

An employee shall be entitled to pregnancy/parental leave without pay for a period of up to one (1) year.

a) **Maternity Leave**

A pregnant employee who requests leave under this article is entitled to up to seventeen (17) consecutive weeks of leave beginning:

- No earlier than thirteen (13) weeks before the expected birth date; and
- No later than the actual birth date, and ending
 - No earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
 - No later than seventeen (17) weeks after the actual birth date.

b) **Parental/Adoption Leave**

An employee who requests leave under this article is entitled to:

- i. For a birth mother who takes leave under Article 22.01 a) in relation to the birth of the child with respect to whom the parental leave is to be taken, up to sixty one (61) weeks consecutive weeks beginning immediately after the end of the leave taken in a) above (unless otherwise mutually agreed between the College and the employee),
- ii. For a parent, other than an adopting parent, who does not take leave under a) above in relation to the birth of the child with respect to whom the parental leave is to be taken, up to sixty-two (62) consecutive weeks beginning within seventy-eight (78) weeks after the birth of the child,
- iii. For an adopting parent, up to sixty-two (62) consecutive weeks beginning within seventy-eight (78) weeks after the child is placed with the parent.

22.02 Conditions Applicable to Maternity/Parental/Adoption Leave

- a) The written application for Maternity leave shall be supported by a certificate from a physician stating that the employee is pregnant and estimating the probable date of the birth of the child.
- b) Maternity/Parental/Adoption Leave shall be without pay.

- c) The Employer will pay the Employer's share of the health and insurance premiums ~~for up to eighteen (18) weeks or~~ in accordance with the Employment Standards Act.
- d) The employee shall continue to earn seniority and be eligible for health and insurance benefits during the ~~pregnancy/parental~~ Maternity/Parental/Adoption leave period.
- e) **Annual vacation, sick leave, and salary increment entitlement will continue to accrue for the approved Maternity/Parental/Adoption Leave period.**

The employee may return to work during ~~his/her~~ **their** leave of absence upon submission of one (1) month of notice of ~~his/her~~ **their** intention to return to work. The employee shall resume employment at the same classification that ~~she/he~~ **they** held when the pregnancy/parental leave commenced.

- 8. The Parties agree to delete Appendix L – Economic Stability Dividend (ESD) and any references to the ESD in the collective agreement.**
- 9. The Parties agree to delete Appendix K - Letter of Understanding re: On Call Employees and incorporate the language into a new article 5.05 of the collective agreement.**
- 10. While not to be included in the collective agreement, effective January 1, 2021, the parties agree to implement an annual financial maximum of \$2000.00 per person for massage therapy under the Extended Health Benefit Plan.**

SCHEDULE B

The following attached language changes that were previously agreed between the parties in negotiations to date. The parties agree that these form part of this schedule and Memorandum Of Settlement.

	Description	Date signed
1	Gender Neutral Pronouns	February 26, 2020
2	Article 6 – Wages and Matters Incidental Thereto 6.01	February 26, 2020
3	Article 5.05 – On Call Employees	February 26, 2020
4	Appendix "E"	February 27, 2020
5	Article 4.06	February 28, 2020

2020 PPWC BARGAINING EMPLOYER PROPOSALS

Employer Proposals
Date: Feb 24 / 20
Time: 9:20 am

HOUSEKEEPING PROPOSAL

Gender Neutral Pronouns

Replace "her/his" and "his/her" with "their" or "them" as appropriate, and "s/he" with "they" wherever they appear in the agreement to use gender neutral pronouns.

FOR SELKIRK COLLEGE

Matthews
Tom Clark

FOR PPWC

B
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2020 PPWC BARGAINING EMPLOYER PROPOSALS

Employer Proposals
Date: Feb 26/20
Time: 4:14 pm

The Parties agree to modify article 6.01 as follows:

ARTICLE 6 – WAGES AND MATTERS INCIDENTAL THERETO

6.01

The Employer shall pay wages bi-weekly to its employees in accordance with Schedule "A."

All wages ~~for new employees hired after December 31, 1992 shall be paid through automatic bank deposit. Employees who worked prior to December 31, 1992 will have the option of payment by cheque.~~

FOR SELKIRK COLLEGE

J. Matthews

Tom Lewis

FOR PPWC

T. J. F.

**2020 PPWC BARGAINING
EMPLOYER PROPOSALS**

Employer Proposals
Date: Feb 26, 2020
Time: 2:10 pm

The Parties agree to incorporate the provisions of Appendix K into a new article (5.05) as follows, and delete Appendix K from the collective agreement:

5.05 On Call Employees [NEW]

eOn-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.

FOR SELKIRK COLLEGE

J. Matthews

Tom Reinald

FOR PPWC

[Signature]

2020 PPWC BARGAINING EMPLOYER PROPOSALS

Employer Proposals
Date: FEB 27/20
Time: 1:41

The Parties agree to the following changes to Appendix E, and to delete Schedule F1 and F2 from the collective agreement:

APPENDIX "E"

Letter of Understanding re: 139

- A. ~~Selkirk College and the Pulp, Paper and Woodworkers Public and Private Workers of Canada, Local 26, Selkirk College Bargaining Unit (hereinafter called the Union) hereby agree to the following definitions for the exclusion of employees:~~
 1. Any position that has significant supervisory (active involvement in hiring, discipline, discharge, and assigned responsibility for performance evaluation) and/or management responsibilities. (This category would also include the position of Budget and Systems Analyst and Foundation Development Officer.)
 2. The position that provides secretarial/administrative assistance to a member of the Management Committee.
 3. Any position dealing directly with Labour Relations and/or Personnel matters.
- B. ~~Selkirk College and the Union agree that by application of the definitions in A above, Schedule "F-1" reflects those positions that will be included in the bargaining unit subject to clause C below, and Schedule "F-2" reflects those positions that are excluded from the bargaining unit subject to clause D below.~~
- C. ~~Selkirk College will commit to the Union that those positions identified in Schedule "F-1" will come under Union status after the current incumbent leaves the position or as provided in Schedule "F-1", subject to no significant changes in the job duties occurring during this time period which would result in the above definitions applying.~~
- D. ~~The Union will commit that the positions identified in Schedule "F-2" will be excluded and will not be the subject of later challenges as to status unless significant changes in job duties occur which affect the definition of the position.~~
- E.B. ~~Selkirk College and the Union agree that any new jobs created in the future will have the same definitions applied to them in order to determine the appropriate status of the positions. In addition, the College will agree to provide the Union with reasonable notice (to discuss the appropriate status) whenever any new position is created.~~

2020 PPWC BARGAINING EMPLOYER PROPOSALS

Employer Proposals
Date: _____
Time: _____

- F.C. In the event the parties are unable to reach agreement on the application of the terms "significant change" in clauses C and D above, or on the application of the definitions for new positions as provided in clause E B, the parties agree to seek a determination from the Labour Relations Board or its successor body.

FOR SELKIRK COLLEGE

J. Matthews
Tom Scott

FOR PPWC

L.G.
T.G.

2020 PPWC BARGAINING EMPLOYER PROPOSALS

Employer Proposals
Date: Feb 28/20
Time: 10:45

HOUSEKEEPING PROPOSAL

The Parties agree to add the following clause to the collective agreement:

4.06 [NEW]

Any time off for Union work will have the member compensated, either by the Union or the College as provided in this article above, including any applicable premiums (eg. shift differential, first aid rates).

FOR SELKIRK COLLEGE

J. Matthews

Tom Sandil

FOR PPWC

E.P.

T.J.

**2020 PPWC BARGAINING
EMPLOYER PROPOSALS**

Employer Proposals
Date: Feb 28/20
Time: 10:45 a.m.

HOUSEKEEPING PROPOSAL

The Parties agree to add the following clause to the collective agreement:

4.06 [NEW]

Any time off for Union work will have the member compensated, either by the Union or the College as provided in this article above, including any applicable premiums (eg. shift differential, first aid rates).

FOR SELKIRK COLLEGE

Matthews
Sonja Marshall

FOR PPWC

B. J.

SCHEDULE C

The following are changes to the Collective Agreement agreed to by the Parties in relation to the Service Improvement Allocation:

- a) *The Parties agree to the following changes to Article 5.01*

Article 5 – HOURS OF WORK

5.01

The regular work week shall be Monday through Saturday between 0730 and 2100.

The regular work day for full-time ~~Aviation support, Building Service Workers, Cafeteria staff, Information Technology, Groundskeeper, Forestry Lab Assistant, SEG Equipment and Van Fleet Coordinator~~, Maintenance and Tool Room Attendants shall be seven and one-half (7.5) hours Monday through Friday.

Maintenance workers will normally work the day shift.

The regular work day for all other full-time staff will be seven (7.0) hours per day, ~~Monday through Friday, between 0730 and 1700~~ as specified by the Employer.

Part-time employees may work a shift which is less than the regular shift for their department. Such shifts will be a minimum of four (4) hours per day. In exceptional circumstances, work shifts may be scheduled for less than four (4) hours per day by mutual agreement between the employee, the Union and the College.

All employees will have two (2) consecutive days off between their regular work weeks.

Employees with a seniority date of January 1, 2015 or earlier, shall not be subject to shift change necessitated by an expansion in services, unless by mutual agreement between the union, employee and the supervisor.

Where a shift change necessitated by an expansion of services is contemplated, the affected department will be canvassed and the shift change offered by seniority. Should no one volunteer to accept the shift change, it will be assigned to the least senior member, upon notice of 20 working days.

Building Service Workers who normally work the afternoon shift may be required to work the day shift during the summer months (May through August).

~~Positions in existence as of December 31, 1989 shall not be subject to shift change unless by mutual agreement between the employee and their supervisor.~~

~~This clause may be amended from time to time by mutual agreement between the Union and the Employer.~~

b) The Parties agree to make the following changes to Appendix "I":

APPENDIX 'I'

Letter of Understanding re: Cafeteria Operation

Prior to the current collective agreement (January 1, 2020 to December 31, 2022), the rates of pay for all Cafeteria Workers were reduced to 20% less than the rates outlined in Schedule "A".

These wage reductions for all Cafeteria Workers will be eliminated according to the following schedule:

- **January 1, 2020 – reduced to 15%**
- **January 1, 2021 – reduced to 10%**
- **January 1, 2022 – reduced to 0%**

~~The Union will agree that rates of pay for all Cafeteria workers will be 20% less than the rates outlined in Schedule "A".~~

~~The College will agree to not seek further wage rollbacks during the life of this agreement.~~

~~This letter of understanding will expire on December 31, 2022. at the end of the current Collective Agreement.~~