



and the

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

**Effective from
April 1, 2004
to
March 31, 2007**

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ARTICLE 1. PREAMBLE

1.01 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.

1.02 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.

1.03 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.

1.04 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 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 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.

1.05 Copies of Agreement

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

1.06 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.

ARTICLE 2. REGULATIONS & RIGHTS

2.01 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.

2.02 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.

2.03 Use of Singular or Masculine/Feminine

Wherever the singular or masculine/feminine is used in this Agreement, it shall be construed as meaning the plural or feminine/masculine, if the context requires, unless otherwise specifically stated.

2.04 Human Rights Code

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

2.05 Reduction in Salary or Benefits

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

2.06 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.

2.07 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 3. COLLEGE-UNION RELATIONS

3.01 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.

3.02 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.

3.03 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.

3.04 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.

3.05 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.

3.06 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.

3.07 Personnel File

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

ARTICLE 4. UNION RECOGNITION AND RIGHTS

4.01 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.

4.02 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.

4.03 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 or his designate with a copy to the Chairperson 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 or his designate, with a copy to the Chairperson of Local 709 Selkirk College Bargaining Unit.

4.04 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.

4.05 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 alternative, shall obtain the permission of his immediate supervisor before leaving his work to perform his 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 normal duties, the steward shall notify his supervisor.

4.06 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.

4.07 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.

4.08 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 alternates, to perform their duties pursuant to Article 4.05;
- (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 Article 4.09.

4.09 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.

4.10 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 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 5. 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 6. CONTRACTING OUT

6.01 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 7. 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 8. CLASSIFICATION

8.01 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.

8.02 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/School Chair*" – an employee who performs, in addition to his 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) "*Coordinator*" – an employee who performs, in addition to his 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/School Chair appointments will be reposted every three (3) years after initial date of hire.

ARTICLE 9. DEFINITION OF EMPLOYEES

9.01 Appointments

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

9.02 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.

9.03 Definitions

Employees' appointments shall be categorized as regular full-time, regular part-time or non-regular.

- (a) *“Regular full-time” shall be defined as an employee who is employed on a full-time ongoing, 12 month per academic year basis.*
- (b) *“Regular part-time” shall be defined as an employee who is employed on an on-going basis per academic year with an annual workload of less than regular full time.*
- (c) *“Non-regular” shall be defined as an employee who is employed on any basis other than regular full-time or regular part-time.*
- (d) *“Academic year” shall be defined as the period July 1 to June 30 of the following year.*

9.04 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.

9.05 Non-Regular Employees

Non-regular employees will receive a contract which will contain their start date, terms of appointment, and appointment end date. The contract will serve as their notice of layoff.

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. The additional opportunities shall be posted as per Article 12.01 and offered to the senior qualified applicant.

9.07 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.

9.08 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 10. EVALUATIONS**10.01 Informal Evaluations**

Wherever a Department Head/School Chair or Dean discerns a problem either by direct observation or through information received from other sources, she 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.

10.02 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 evaluation report.

ARTICLE 11. SENIORITY**11.01 Definitions**

Seniority is defined as the length of service with the College within the bargaining unit and all employees shall have their seniority accumulated on an hourly basis and is subject to Article 11.02 below.

For the purpose of determining years of service, 1080 hours of instructional time or 1374 hours of instructional assistant time will constitute one year of service.

11.02 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 position;
- (c) an employee is on layoff for more than two (2) years.

11.03 Seniority List

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

11.04 Re-employment

A regular full-time employee who resigns his position, and within sixty (60) days is re-employed as a regular full-time 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 she has not withdrawn his College Pension Plan contributions.

ARTICLE 12. POSTINGS & VACANCIES**12.01 Posting Period**

All vacancies in the bargaining unit will be posted internally on the appropriate bulletin boards and College Website for a minimum seven (7) day period. The College shall send notice to laid off employees only upon request. If no applications are received during the seven (7) day period, the vacancy may be posted externally.

12.02 Role of Seniority

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

12.03 Selection Committees

- (a) When an opening occurs for a position of Department Head/School Chair, 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 of two (2) appropriate College representatives 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 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 fulfill 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 senior administrators (for example, Deans, Directors, Vice-Presidents, Presidents) shall be posted on the Union bulletin boards in accordance with the terms of this Agreement. Local 709, Selkirk College Bargaining Unit 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 procedures set out at Appendix E.

12.04 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 authorized expenses paid by the College.

ARTICLE 13. HOURS OF WORK

13.01 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.

13.02 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.

13.03 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.

Annual instructional hours as outlined in the instructional plans will total 1080 hours. The instructional hours will include those duties noted at Article 13.09 of this Agreement except for the following:

- Non-Instructional Duty Days (Article 13.06)
 - Overtime (Article 14)
 - Paid Holidays (Article 15)
 - Annual Vacation (Article 16)
 - Course Development, Professional Development (Article 18)
- (b) Instructors will provide an instructional plan to the Employer as early as possible prior to the commencement of the instructional program. If an employee opts for flextime, the Dean will file a copy of the plan with the Human Resources Department. 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.
- (c) The Instructional Plan shall cover a complete Academic year.

13.04 Normal Work Week

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.

13.05 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 13.02) or normal work week (Article 13.04).

13.06 Non-Instructional Duty Days

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

13.07 Class Scheduling

- (a) *Classes*
To meet the needs of the College's training commitments, classes may be scheduled by the College as follows:

First Shift classes start between 7:00 a.m. and 9:00 a.m. and terminate appropriately;
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 one dollar (\$1.00) per hour premium and employees working the third shift shall be paid one dollar and fifty cents (\$1.50) per hour premium.

- (b) *Night School and Related Duties*
In addition, the College may also schedule "*night school*" classes of two (2), two and one-half (2½) 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 cost to the College.

13.08 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.

13.09 Workload

- (a) The parties recognize that an Instructor's workload includes classroom instruction, course preparation, student contact, marking and other functions and responsibilities ancillary to instruction.
- (b) When an employee considers his workload to be excessive, she should discuss the issue with the assistance of a Union Steward, with his Department Head/School Chair. If appropriate revisions to the instructional plan are not forthcoming within a reasonable period, the dispute may be referred in writing to the Joint Labour-Management Committee. Failing resolve at the Joint Labour Management Committee within 30 days of referral, the Union may refer the matter to an arbitrator listed in Article 30.08.
- (c) The Employer confirms that education technologies incorporation is recognized as workload in the current language.

13.10 Class Size

Class sizes for 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 14. OVERTIME

14.01 Definitions

- (a) "*Overtime*" means work performed by an employee in excess or outside of his 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 (1½) times the straight time rate.
- (d) "*Double time*" means twice the straight time rate.
- (e) 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 1374 for instructional assistants.)

14.02 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.

14.03 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.

14.04 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.

14.05 Overtime Compensation**(a) Election of Time Off**

If the employee elects to take compensating time off for overtime compensation, 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.

14.06 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.

14.07 Overtime Rates

Overtime worked shall be compensated at the following rates:

- (a) time and one-half (1½) 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 15. PAID HOLIDAYS

15.01 Paid Holidays

The following have been designated as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	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.

15.02 Holiday 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.

15.03 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.

15.04 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 16. ANNUAL VACATION

16.01 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.

16.02 Scheduling

Vacations shall be scheduled by mutual agreement between the Department/School employees, the Department Head/School Chair and the Dean, except as outlined in Article 27. The College agrees to make every effort to allow employees to take their vacation entitlement during the period June 1 to August 31, inclusive.

16.03 Carry Over

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

16.04 Change of Schedule

Vacation schedules shall be included in the approved Instructional Plan and may not be changed except by mutual agreement between the College and the employee.

16.05 Leave of Absence During Vacation

If an employee qualifies for approved leave with pay during his 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 17. SALARY SCALE AND PROCEDURE**17.01 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.

17.02 Paydays

- (a) 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.
- (b) Non-regular employees whose remuneration is based on an hourly rate will be paid bi-weekly.

17.03 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.

17.04 Increments

- (a) Increments shall be awarded annually and will take effect on July 1. During his first year of employment an employee shall be entitled to an increment provided 600 hours of satisfactory service has been completed by July 1. An instructor shall be entitled to an increment provided 1080 hours of satisfactory service has been accumulated and an Instructional Assistant shall be entitled to an increment provided 1374 hours of satisfactory service has been completed by July 1, 2004. Effective July 1, 2005, an Instructor shall be entitled to an increment provided a minimum of 216 hours of satisfactory service (20% of 1080 contact hours) has been accumulated by July 1. An Instructional Assistant shall be entitled to an increment provided a minimum of 274 hours of satisfactory service (20% of 1374 contact hours) has been accumulated by July 1. Increments may be withheld for just cause. Instructors who do not have Instructional / Teaching Certification 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 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 Human Resources. Upon receipt of the request, a written acknowledgement will be issued by the Director of Human Resources. Further, within ten (10) days of receipt of the original request, the appropriate administrator and Director of Human Resources will review the placement and advise the employee and the Union of their decision.

17.05 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.

17.06 Temporary Assignment to Lower Paying Position

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

17.07 Reclassification Downgrading

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

17.08 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.

ARTICLE 18. COURSE DEVELOPMENT / PROFESSIONAL DEVELOPMENT

18.01 Professional Development Leave/Course Management

- (a) A regular full-time 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;
 - (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 regular part-time and non-regular 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.

18.02 Professional Development Fund

- (a) Effective April 1, 1995 the College will establish a fund in the amount of two percent (2%) of the annual BCGEU instructional salary budget. The fund will be for approved activities as stated in Articles 18.02 and 19.03. Balances incurred in this fund will be carried forward from year to year.

- (b) The Professional Development Committee referred to in Article 18.01(b) shall administer the fund pursuant to the terms of reference set by the Joint Labour/Management Committee. 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.
- (c) Effective April 1, 2005 a 2% Annual Professional Development Stipend will be paid to all employees as per Appendices A-2 & B-2. This stipend will be deducted from Article 18.02 (a) and will be paid to all employees on a monthly basis.

18.03 Common Professional Development Fund

- (a) Effective April 1, 2005 a common faculty professional development fund will be set at a point six of one percent (0.6%) of the annual BCGEU salary.
- (b) Purpose: The BCGEU Common Professional Development Fund is in support of various types of professional development activities. Such professional development is for the maintenance and development of the employee's professional competence and effectiveness. The purpose is to assist employees to remain current and active in their discipline and program. The fund is not meant to replace any existing development or educational funds.
- (c) Process: The parties will mutually agree on a process and criteria for the review and adjudication of employee applications to the fund. The process will include the recommendation of adjudicated applications to the applicable senior administrator or designate. The senior administrator is responsible for the final approval of applications.

ARTICLE 19. EDUCATION LEAVE

19.01 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 job. Full cost shall include travel expenses, accommodation and subsistence, and the employee shall suffer no loss of salary.

19.02 Provincial Instructor's Diploma Program

- (a) If an Instructor is to be employed for a period greater than 600 hours in an academic year, 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 18.01.

- (b) The College agrees to pay the following costs for Regular full-time, regular part-time and non-regular instructors who work for a period greater than 600 hours per academic year:
 - (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 regular full-time and regular part-time 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 non-regular employees on a prorated basis.

19.03 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 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 18.02 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 have 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 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.

19.04 Seniority Protection

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

19.05 Mandatory Courses

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

ARTICLE 20. SPECIAL LEAVE

20.01 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 20.01 (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 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.

20.02 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 17.04 will not be awarded for leave under this article.

20.03 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 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 official capacity shall be at his 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.

20.04 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.

20.05 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.
- (d) Seniority entitlement shall be based on the seniority accrued in the academic year preceding the request of the leave.

ARTICLE 21. HEALTH AND WELFARE

21.01 Group Life Insurance

All employees are eligible on the first day of the month coincident with or next following employment day. 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 and over	300% of Annual Salary

21.02 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.)

21.03 Dental Plan

All regular full-time employees are eligible for participation in the dental plan as provided by Manulife Financial. The cost of the plan will be borne entirely by the College. Regular part-time and non-regular employees shall receive prorated College contributions.

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

21.04 Restricted Benefit Entitlement

- (a)
 1. Employees on an appointment of two (2) months (40 consecutive working days) or less shall not be entitled to the following benefits for the duration of such appointment:
 - i. medical;
 - ii. extended health;
 - iii. group life;
 - iv. long-term disability.
 2. Should such appointment result in a term of longer than two (2) months, the College shall provide the above benefits from the first day of the month following the month in which it is determined that such longer term will take place.
- (b)
 1. Dental plan benefits shall not be provided to employees on a regular part-time appointment or to non-regular employees on appointments of three (3) months or less.
 2. Should such appointment result in a term of longer than three (3) months, the College shall provide the above benefit from the first day of the month following the month in which it is determined that such longer term will take place.

The College agrees not to lay off regular part-time or non-regular employees just to replace that employee or same employee with another so as to avoid paying the above listed benefits or holiday pay.

21.05 Employee Assistance Plan

An Employee & Family Assistance Program Plan (EFAP) was implemented effective September 1, 1996.

The parties agreed to a Joint Committee of representatives from all Bargaining Units and College members be formed to implement and operate an Employee Assistance Plan.

The committee shall consist of two (2) appointees from each Bargaining Unit and two (2) appointees from the College.

ARTICLE 22. HEALTH & SAFETY EQUIPMENT**22.01 Health and Safety Equipment**

The employer agrees to supply at no cost to the employee all pieces of health and safety apparel and equipment required by Workers' Compensation.

22.02 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.

22.03 Cleaning

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

22.04 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.

22.05 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 23. SICK LEAVE

23.01 The Employers shall continue a single disability plan for the provision of disability benefits, pursuant to Article 9.3.3 in the 2001-2004 Common Agreement.

23.02 The disability benefits plan will be as set out in the findings of the Joint Committee on Benefits Administration (JCBA) entitled Long-Term Disability Benefit Initiative, but will include the following elements:

- (a) Benefit level of sick leave at one hundred percent (100%) for the first thirty (30) calendar days, short-term disability at seventy percent (70%) weekly indemnity for the next twenty-one (21) weeks, and long-term disability leave of seventy percent (70%) thereafter;
- (b) Long-term disability as defined on the basis of two-year own occupation and any other occupation thereafter as described by the JCBA plan;
- (c) Health and welfare benefit premiums will be paid by the Employer or the Plan for employees on sick leave, short-term disability and long-term disability;
- (d) Employer payment of premiums for both short-term and long-term disability benefits;
- (e) Claims Review Committee made up of three (3) medical doctors (one designated by the claimant, one by the Employer and the third agreed to by the first two doctors);
- (f) Mandatory rehabilitation as described in the JCBA plan;
- (g) Subject to provisions of the Plan, enrolment is mandatory for all active regular employees and for active non-regular employees employed on a continuing basis for at least a four (4) month period with fifty percent (50%) or more of a full-time workload as defined by local provisions.

23.03 Current employees, as of March 31, 2002, in the local bargaining unit will be entitled to a non-recurring sick leave top up of thirty percent (30%) of salary to a maximum of 100 days of sick leave top up to be added to their short-term disability benefits.

- 23.04** Employees not eligible for enrolment in the Plan shall be entitled to accumulate sick leave at the rate of 1.5 days for every twenty (20) days worked. Minimum entitlement, based on percentage of employment, shall be twenty (20) working days to a maximum of thirty (30) days.
- 23.05** The Joint Committee on Benefits Administration (JCBA) shall oversee the continuation of the plan as described in 9.3.2 of the Common Agreement. and shall address such matters pertaining to the plan as are included in the JCBA's mandate as set out in Article 9.1.2 of the Common Agreement.

ARTICLE 24. MEDICAL REQUIREMENTS

24.01 Medical Certification

The Employer may require additional medical certification to confirm an employee is unfit for work or fit to return to work.

24.02 Physician Selection

In such circumstances the Parties will agree to a suitable physician and any costs incurred by an employee in this regard will be borne by the College.

ARTICLE 25. SAFETY AND HEALTH

25.01 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.

25.02 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.

25.03 Unsafe Work Conditions

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

25.04 Pollution Control

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

25.05 Investigation of Accidents

The Safety and Health Committee as provided in Article 25.02, 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.

25.06 Pay Provisions

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

ARTICLE 26. GENERAL ITEMS

26.01 Transfer Expenses

- (a) 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.
- (b) Transfer shall not occur more frequently than every three (3) years except by mutual agreement where a lesser time may be acceptable.
- (c) An employee shall not be subject to transfer if she has a viable program of instruction at the campus at which she was hired and if she is to be replaced at his original campus. Notice of transfer shall be consistent with notice given for renewal of appointments.

26.02 Use of Employer's Vehicles and Equipment

It is to the mutual advantage of both the College and the employee that employees shall not operate vehicles which are not in a safe operating condition. It shall be the duty of the employee to report in writing not later than the end of his shift all safety and/or mechanical defects on the equipment that she has operated during that shift. The College agrees to have the vehicle inspected and repaired, as necessary, to conform with the safe and efficient operation of that 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 employment when an employee refuses to operate such identified equipment.

26.03 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.

26.04 Parking

The College shall provide, free of charge, parking space for the motor vehicle of each employee covered by this Agreement.

**ARTICLE 27. REGULAR FULL TIME 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.

27.02 Instructional Assistant Notice of Layoff

Instructional Assistants may exercise their seniority rights only within the Instructional Assistant seniority list. Instructional Assistants with less than one (1) year's seniority shall receive one (1) month's 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.

27.03 Instructors Notice of Layoff

- (a) Instructors may exercise their seniority rights within the Instructional Assistant or Instructor's seniority lists.
- (b) Instructors with less than one (1) year's seniority shall receive one (1) month's 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.

27.04 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, 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 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 28. RETIREMENT

28.01 Pre-Retirement

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

28.02 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.

As provided in the Common Agreement, enrolment in the College Pension Plan shall be as set out by the Pension (College) Act.

If an employee elects to purchase past service pension within the five year window proposed by the College Pension Board, the employer will also contribute based on the following conditions:

- (a) All calculations will be determined on an individual basis at the time of the buy back.
- (b) The present three year buy back maximum for the Employer buy back portion will be increased by using all savings generated in (a) above such that the total cost to the Employer is no greater than it would have been under the old buy back provisions.
- (c) The Employer will not in any case contribute to the purchase of more years than the employee.
- (d) The current purchase rules require the purchase of the most recent eligible years first.
- (e) Buy back will be possible within a five year window under the terms set out by the College Pension Board Trustees.

28.03 Early Retirement Incentive

- (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 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;
 - (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 1 the year prior to intended retirement. The College will consider all applications. Offers or rejections will be made to employees by the following March 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 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:

<i>Age at Retirement</i>	<i>% of Annual Salary at Time of Retirement</i>
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.

ARTICLE 29. DISMISSAL, SUSPENSION AND DISCIPLINE

29.01 Burden of Proof

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

29.02 Requirement of Writing

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

29.03 Dismissal and Suspension Grievance

All dismissals and suspensions will be subject to formal grievance procedure under Article 30 of this Agreement. A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union or his designate, with a copy to the Chairperson of local 709 Selkirk College Bargaining Unit within five (5) days of the action being taken.

29.04 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 file, she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his 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.

29.05 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 believes may be the basis of personal disciplinary action, she will have the right to consult with and/or have union representation at such a meeting.

ARTICLE 30. GRIEVANCES

30.01 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:

30.02 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 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.

30.03 Step 2

An employee who wishes to advance a grievance at Step 2 of the grievance procedure, in the manner prescribed in Article 30.02 must do so no later than fifteen (15) working days after the date:

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

30.04 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.

30.05 Step 3

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

30.06 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.

30.07 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.

30.08 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) Donald Munroe
- (b) J.A. Hope
- (c) Shona Moore
- (d) M.I. Chertkow

30.09 Decision Procedure

The arbitrator may determine his own procedure in accordance with the Labour Relations Code of B.C. and shall give full opportunity to all parties to present evidence and make full representations. 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 she deems just and equitable. However, the arbitrator shall not have the power to change this Agreement.

30.10 Disagreement on Meaning

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 she shall make every effort to do within seven (7) days of receipt of such application.

30.11 Arbitrator Expenses

Each party shall pay one-half (½) of the fees and expenses of the arbitrator.

30.12 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.

30.13 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.

30.14 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.

30.15 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.

30.16 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 30.08 of this Agreement.

30.17 Personnel File

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

ARTICLE 31. TERM OF AGREEMENT**31.01 Duration**

This Agreement shall be binding and remain in effect from April 1, 2004 to March 31, 2007.

31.02 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, 2007, but in any event, no later than midnight January 31, 2007.
- (b) Where no notice is given by either party prior to January 31, 2007, both parties shall be deemed to have been given notice under this clause on January 31, 2007 and thereupon Article 31.03 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.

31.03 Commencement of Bargaining

Where a party of this Agreement has given written notice under Article 31.02 of this Agreement the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

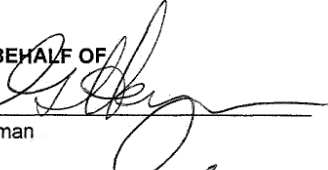
31.04 Change in Agreement

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

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

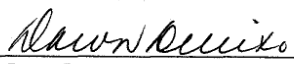
SIGNED ON BEHALF OF
THE BCGEU:

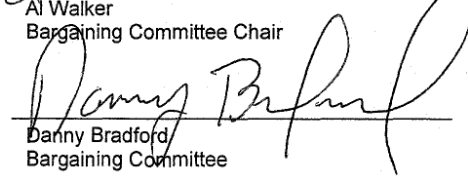
SIGNED ON BEHALF OF
SELKIRK COLLEGE:

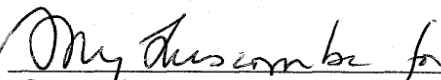

George Heyman
President



Ron Anderson
Chairperson of the Board


Al Walker
Bargaining Committee Chair

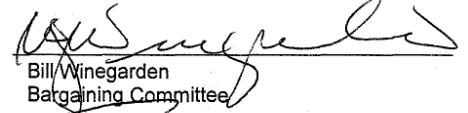

Dawn DeVito
Vice-Chairperson of the Board

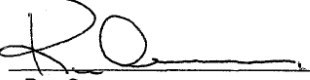

Danny Bradford
Bargaining Committee

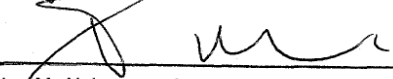

George McIvor
Vice-President, Administration


Jackie Chapin
Bargaining Committee

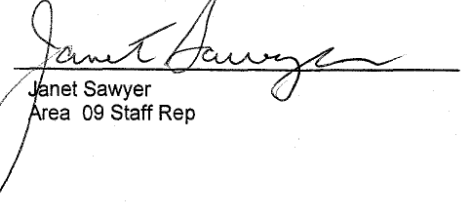

Gerry Gauthier
Bargaining Committee Chair

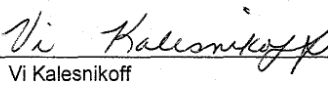

Bill Winegarden
Bargaining Committee

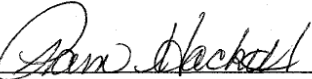

Ron Coreau
Bargaining Committee



Ian McAlpine
Bargaining Committee


Poul Henriksen
Bargaining Committee


Janet Sawyer
Area 09 Staff Rep


Vi Kalesnikoff
Bargaining Committee


Pam Hackett
Bargaining Committee


PSEA Representative

Dated this 28th day of June, 2005.

APPENDIX A Instructors' Salary Scale

STEP	April 1, 2004		April 1, 2005		STEP	April 1, 2006	
	Annual	Monthly	Annual	Monthly		Annual	Monthly
					*1	75,674	6,306.16
1	73,257	6,104.75	73,257	6,104.75	2	73,257	6,104.75
2	68,238	5,686.50	68,238	5,686.50	3	68,238	5,686.50
3	65,445	5,453.75	65,445	5,453.75	4	65,445	5,453.75
4	63,048	5,254.00	63,048	5,254.00	5	63,048	5,254.00
5	60,651	5,054.25	60,651	5,054.25	6	60,651	5,054.25
6	58,254	4,854.50	58,254	4,854.50	7	58,254	4,854.50
7	55,857	4,654.75	55,857	4,654.75	8	55,857	4,654.75
8	53,460	4,455.00	53,460	4,455.00	9	53,460	4,455.00
9	51,063	4,255.25	51,063	4,255.25	10	51,063	4,255.25
10	48,666	4,055.50	48,666	4,055.50	11	48,666	4,055.50

Note:

1. Add a new step to the Salary Scale on April 1, 2006 of 75,674
(73,257 X 3.3% = 75,674 3.3% = 1.5% X 2.2)
- *2. An employee who has spent 12 months at step 1 by April 1, 2006 shall move to the new step on April 1, 2006. Others will proceed to the new step on their normal increment date.
3. The difference between the 1.5% increase on April 1, 2006 and the increase of the first year total wage compensation of the BCGEU / BC Government Master Agreement shall be applied to the top step of the scale effective April 1, 2006.
Such application shall be made as soon as practical and applied retroactively.

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

STEP	April 1, 2004		April 1, 2005		STEP	April 1, 2006	
	Annual	Monthly	Annual	Monthly		Annual	Monthly
					1	1,513	126.08
1			1,465	122.08	2	1,465	122.08
2			1,365	113.75	3	1,365	113.75
3			1,309	109.08	4	1,309	109.08
4			1,261	105.08	5	1,261	105.08
5			1,213	101.08	6	1,213	101.08
6			1,165	97.08	7	1,165	97.08
7			1,117	93.08	8	1,117	93.08
8			1,069	89.08	9	1,069	89.08
9			1,021	85.08	10	1,021	85.08
10			973	81.08	11	973	81.08

Note:

- *1. The Instructor Professional Development Stipend is funded entirely by the Professional Development Fund.

APPENDIX B Instructional Assistants' Salary Scale

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

STEP	April 1, 2004		April 1, 2005		STEP	April 1, 2006	
	Annual	Monthly	Annual	Monthly		Annual	Monthly
					1	60,539	5,044.92
1	58,605	4,883.75	58,605	4,883.75	2	58,605	4,883.75
2	54,590	4,549.17	54,590	4,549.17	3	54,590	4,549.17
3	52,356	4,363.00	52,356	4,363.00	4	52,356	4,363.00
4	50,438	4,203.17	50,438	4,203.17	5	50,438	4,203.17
5	48,520	4,043.33	48,520	4,043.33	6	48,520	4,043.33
6	46,603	3,883.58	46,603	3,883.58	7	46,603	3,883.58
7	44,685	3,723.75	44,685	3,723.75	8	44,685	3,723.75
8	42,768	3,564.00	42,768	3,564.00	9	42,768	3,564.00
9	40,850	3,404.17	40,850	3,404.17	10	40,850	3,404.17
10	38,932	3,244.33	38,932	3,244.33	11	38,932	3,244.33

Note:

- *1. An employee who has spent 12 months at step 1 by April 1, 2006 shall move to the new step on April 1, 2006. Others will proceed to the new step on their normal increment date.

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

STEP	April 1, 2004		April 1, 2005		STEP	April 1, 2006	
	Annual	Monthly	Annual	Monthly		Annual	Monthly
					1	1,210.40	100.87
1			1,172.00	97.67	2	1,172.00	97.67
2			1,092.00	91.00	3	1,092.00	91.00
3			1,047.20	87.27	4	1,047.20	87.27
4			1,008.80	84.07	5	1,008.80	84.07
5			970.40	80.87	6	970.40	80.87
6			932.00	77.67	7	932.00	77.67
7			893.60	74.47	8	893.60	74.47
8			855.20	71.27	9	855.20	71.27
9			816.80	68.07	10	816.80	68.07
10			778.40	64.87	11	778.40	64.87

Note:

- *1. The Instructional Assistant Professional Development Stipend is funded entirely by the Professional Development Fund.

APPENDIX C

School Chair / Department Head / Coordinator Stipends

Note: Stipends will be adjusted as per Common Agreement, 0% - 0% - 1.5%

	April 1, 2004		April 1, 2005		April 1, 2006	
	Annual	Monthly	Annual	Monthly	Annual	Monthly
Coordinator	1,737.91	144.83	1,737.91	144.83	1737.91	144.83
School Chair/ Department Head	4,086.30	340.53	4,086.30	340.53	4147.59	345.63

Note:

1. The difference between the 1.5% increase on April 1, 2006 and the increase of the first year total wage compensation of the BCGEU / BC Government Master Agreement shall be applied to Appendix C effective April 1, 2006. Such application shall be made as soon as practical and applied retroactively.
2. For the duration of this agreement Coordinator stipends have been eliminated and/or frozen as per the Letter of Understanding dated April 23, 2003. The 1.5% increase effective April 1, 2006 shall not apply under the Coordinator category of Appendix C.

APPENDIX D

PLACEMENT FORMULA

A.	Minimum Qualification	STEP 10	
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 of teaching.	1 Step/Yr.	_____
C.	Additional Qualifications:		
	1. Additional qualifications above minimum for completion of relevant approved courses of studies (e.g., Baccalaureate Degree, Certification, etc.).	.5 Step/Yr.	_____
	2. Work experience considered related (including teaching K-Gr. 2) – maximum of ten (10) years after consultation and agreement of the Union.	.5 Step/Yr.	_____
	RECOMMENDED STEPS		_____

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 would normally qualify for additional steps under B or C but do not meet the minimum qualifications for *Step 10 Scale Placement, will not receive additional steps. (*Step 11 will be utilized for 2006 – 2007. Step 11 will be addressed during subsequent negotiations by BCGEU).
- C. 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.

INSTRUCTOR'S MINIMUM QUALIFICATIONS FOR SCALE PLACEMENT – STEP 10

Applied Business Technology:

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

Applied Health:

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

Hospitality and Tourism:

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

Job Entry/Re-Entry:

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

Trades:

(as recognized by the Province of BC)

Certified journeyman plus relevant experience equaling a total of nine (9) years of education and experience.

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.

LETTER OF UNDERSTANDING #1 RECALL

The BCGEU Local 709 Bargaining Committee and the Selkirk College Local Bargaining Committee have committed to request the BCGEU/Selkirk College Joint Labour Management Committee discuss and develop a procedure/practice to standardize the process of recall under Article 27.01.