

MEMORANDUM OF AGREEMENT

between the

Selkirk College
(hereinafter called "the Employer")

and the

BCGEU
(hereinafter called "the Association")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE BCGEU (hereinafter called "the Association"), AGREE TO RECOMMEND TO THE ASSOCIATION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING April 1, 2012 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the local portion of the 2010-2012 Collective Agreement continue except as specifically varied below by paragraphs 2 to 4, both inclusive.

3. **Effective Dates**

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

4. **Appendix "A"**

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

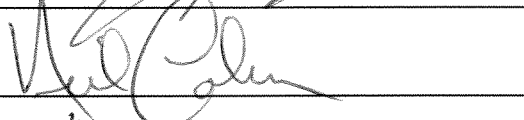
5. **Ratification**

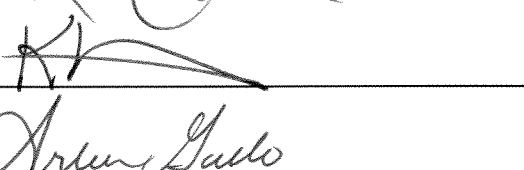
The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations.

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

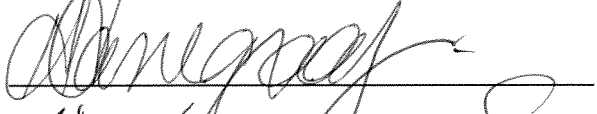
Signed this 14th day of December, 2012.

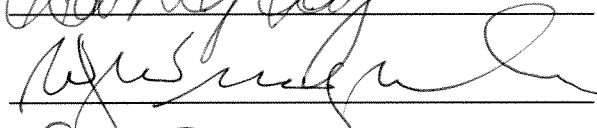
BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:







BARGAINING REPRESENTATIVES FOR
THE BCGEU



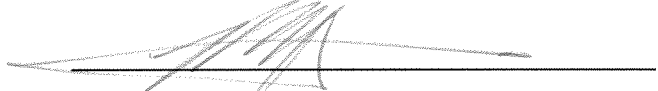






BARGAINING REPRESENTATIVE FOR PSEA





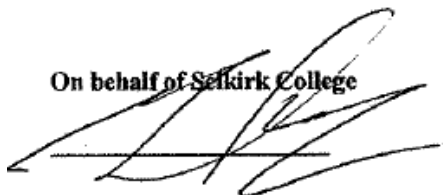
APPENDIX "A"

ARTICLE 12 - POSTINGS & VACANCIES

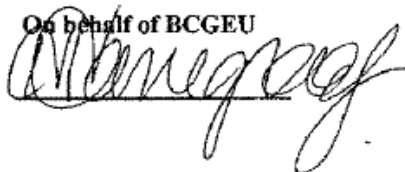
12.1 Interview Expenses

~~An internal candidate member of Component BCGEU Local 709 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.

On behalf of Selkirk College



On behalf of BCGEU



On behalf of PSEA



Date: Nov 8, 2012

ARTICLE 17 - SALARY SCALE AND PROCEDURE

17.1 Paydays

Employees shall be paid bi-weekly. Paydays will be every second Friday.

- (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 biweekly.~~

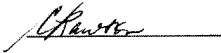
On behalf of Selkirk College



On behalf of BCGEU



On behalf of PSEA



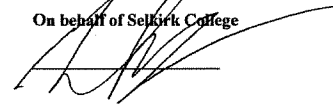
Date: Nov 8, 2012

ARTICLE 20 - SPECIAL LEAVE

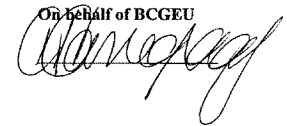
20.2 Leave for Full-time Union or Public Duties

- (a) The College shall grant, on written request, leave of absence without pay for employees:
 - 1. to seek election in a Municipal, Provincial or Federal election;
 - 2. for a period to a maximum of five (5) years for employees elected to union or public office.
- (b) 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.
- (c) Upon return after a period of two (2) years or more the employee shall be subject to a further probationary period of 600 hours.
- (d) Increments as per Article 17.4 will not be awarded for leave under this Article.

On behalf of Selkirk College



On behalf of BCGEU



On behalf of PSEA



Date: Nov 8, 2012

ARTICLE 21 - HEALTH AND WELFARE

21.2 Employee and Family Assistance ~~Plan~~ Program

An Employee and 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 and Family Assistance Program Plan (EFAP).

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

On behalf of Selkirk College

On behalf of BCGEU

On behalf of PSEA

Date: Nov 8, 2011

ARTICLE 26 - GENERAL ITEMS

26.1 Transfer Expenses

Selkirk is a multi-campus institution. An employee may be required to transfer from campus to campus where instructional needs demand.

(a) 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:

1. the cost of moving and insuring the move of furniture and personal effects;
2. 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;
3. the cost of service disconnections and connections to a maximum of fifty dollars (\$50); and
4. 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 he she has a viable program of instruction at the campus at which he she was hired and if he she is to be replaced at his original campus. Notice of transfer shall be consistent with notice given for renewal of appointments.

26.2 Use of Employer's Vehicles and Equipment

(a) 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 he has operated during that shift.

(b) 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.

On behalf of Selkirk College

On behalf of BCGEU

On behalf of PSEA

Date: Nov 8, 2012

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 or a Bachelor of Education. | 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 (1) 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. 12) – 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 11 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.

On behalf of Selkirk College

On behalf of BCGEU

On behalf of PSEA

Date: Nov 9, 2012

Letter of Understanding

Re: On-Line Learning

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

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

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

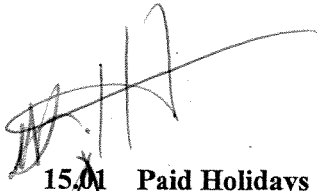
On behalf of Selkirk College

On behalf of BCGEU

On behalf of PSEA

Date: Nov 9, 2012

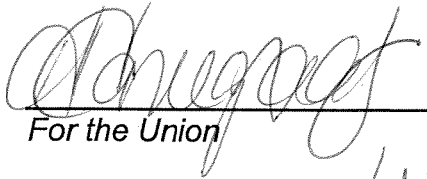
ARTICLE 15. PAID HOLIDAYS

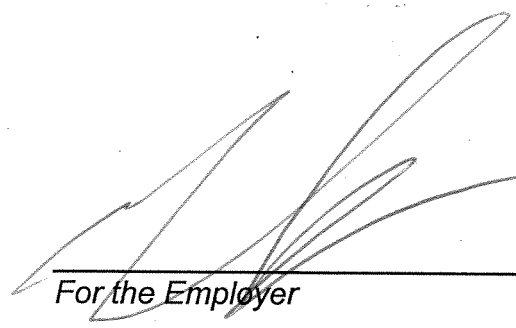


15.01 Paid Holidays

Amend by adding Family Day

Agreed to:



For the Union

For the Employer

Date: Dec 14/12