

MEMORANDUM OF AGREEMENT

BETWEEN:

SELKIRK COLLEGE

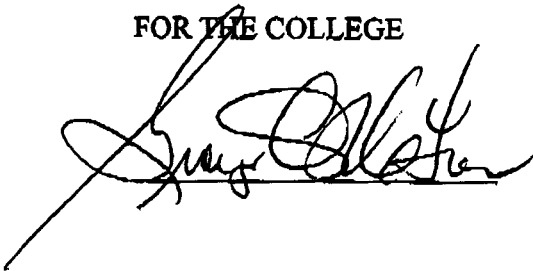
AND:

THE PULP AND PAPER WORKERS OF CANADA, LOCAL 26

The Parties agree to recommend the attached amendments to the collective agreement between the Parties to their respective principals for ratification. Unless otherwise agreed to be amended, all current clauses will remain unchanged in the 2004-2005 collective agreement.

Signed this *9th* day of June, 2004

FOR THE COLLEGE



A large, stylized handwritten signature in black ink, written over a horizontal line.

FOR THE UNION



A smaller, stylized handwritten signature in black ink, written over a horizontal line.

LTD Premium Relief:

The Union is seeking relief on LTD premiums. The College and the Union agree to explore ways in which benefit tradeoffs and benefit package adjustments might result in savings that could provide some relief for LTD premiums. Such issues as LTD waiting periods, effect of EI premiums etc. will be considered.

Housekeeping Items:

The College proposes that a representative of the Union and the College meet to go through the Collective Agreement to resolve outstanding housekeeping items. Any resulting changes would be reviewed and agreed to by the bargaining teams prior to inclusion in the new collective agreement.

Listed below are the agreed to revisions to articles in the collective agreement. Revisions are shown in italicized print.

ARTICLE 1.02 - Definitions

Remove and replace with the following:

A regular employee is an employee who has passed the probationary period and is employed on a continuous basis from year to year. Regular employees may be full time, part-time or sessional.

A full time employee is an employee who is employed on a full time basis (37.5 hours or 35 hours respectively), 12 months of the year.

A part-time employee is an employee who is employed for less than 37.5 hours or 35 hours per week, 12 months of the year.

A sessional employee is an employee who may be either full time or part-time and who is employed on a continuous basis for a specified period of time each year.

A casual and temporary employee is an employee hired on an intermittent basis or for a specified term of not more than six (6) months. This term may be extended by mutual agreement between the Employer and the Union. Casual and temporary employees may not bump regular employees.

An on-call employee is an employee who is called in from an on-call list for short term work.

ARTICLE 1.07 – Technological Change

1.07 Should any displacement of staff be indicated as the result of technological change, the Employer and the Union will meet and discuss the possibility of employing displaced employees in some other capacity, thirty (30) days prior to the implementation of such change. *(Second sentence removed)*

Any employee placed in a lower-rated position as a result of technological change, shall not have his/her wages reduced; but shall continue to receive his/her old rate until such time as the agreement rate for his/her new position is equal to his/her actual rate of pay.

An employee affected by a technological change will be provided with one of the following alternatives:

- .1 Transfer to another existing and *vacant* position in the College for which the employee is qualified.
- .2 *Seniority rights in accordance with Article 14.07 and 14.08.*
- .3 Retraining for a job mutually agreed upon between the Employer and the employee. Regular salary for the employee will continue during the retraining period for a maximum of three (3) months.
- .4 A severance allowance of one (1) month's salary for each year of service in accordance with 14.07.

ARTICLE: 4 – Time Off

Add a clause:

The Union and the College agree that the operations of an individual department or service area will not be unnecessarily affected by union members being absent from the department on union business. The Union will advise the departmental supervisor in advance if more than 2 members of any department will be required to be absent on union business so that replacements may be arranged, if necessary.

ARTICLE: 9.02 – Vacation Entitlement**9.02 Vacation Entitlement**

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

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

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

ARTICLE: 9.12

Employees shall have the opportunity to enhance their vacation entitlement through a voluntary reduction of wages. Employees who so wish, may apply to have their gross wage reduced by 2% in order to elect an additional week of vacation entitlement. *Requests for this additional week of entitlement must be made one year in advance of vacation entitlement in accordance with Article 9.10. Approval of these requests shall also be in accordance with Article 9.10. and no approval will be granted for additional purchased vacation for employees who have more than one week of unused purchased vacation. It is understood by the parties that purchased vacation will be paid out at the rate at which it was purchased.*

ARTICLE: 11.12 – Early Retirement Incentive.

For the purposes of this article ...

Where the number of qualified employees is greater than the number of retirement incentives available in a given fiscal year, the allocation of retirement incentives will be decided based on the following priorities:

1. employees within an affected department where downsizing is planned;
2. employees with the greatest total of years of age plus years of seniority.

An employee who wishes to be considered for an early retirement incentive must make the necessary application by *November 1*. The Employer will consider all applications and response will be made to employees *no later than the following March 1*.

The early retirement incentive may be paid using any other mutually agreed upon payment plan which takes into account the individual employee's personal circumstances.

Add new paragraph:

In the event that an employee who applied for and declines to accept an early retirement incentive offer in one year, he/she shall only be given 10 calendar days to respond to a subsequent early retirement incentive offer in the following year.

11.13 – no change.

ARTICLE: 12.03 (Note: no substantive changes, simply re-ordering of existing article.)

- 1) The seniority date for all employees shall be from the original date of employment.
- 2) A new employee who is hired to a regular full time or part-time position shall be on probation for a period of sixty (60) days of work or six (6) months whichever is less.

Casual and temporary employees shall be on probation for a period of sixty (60) days of work of broken or continuous employment during a twelve (12) month period within the job groupings listed in Appendix D.

3) A regular employee shall be entitled to all rights and benefits of this agreement after sixty (60) days of work or successful completion of the probationary period, whichever is less.

4) Casual and temporary employees shall be entitled to seniority and other benefits as specified when they have completed sixty (60) days of work of broken or continuous employment during a twelve (12) month period within the job groupings listed in Appendix D.

ARTICLE: 13 – General Provisions:

13.01.1 When a vacancy occurs or a new position is created, the Employer shall within sixty (60) days notify the Union in writing and post notice of the position on all bulletin boards for a minimum of seven (7) days so that all members will know about the vacancy or new position. For the purpose of this section employees on the recall list will be advised of the vacancy or a new position.

If qualified candidates within the unit apply for any vacancy, the Employer shall give them first consideration in filling the vacancy.

13.01.2 *An increase of more than 20% of the hours of work identified in the original posting would constitute substantial change in the position and would require reposting of the position. In addition, all part-time jobs which become full time must be reposted with the exception of part time jobs which have been occupied by the same employee for more than 5 years.*

13.01.3 *The employer may post to create and maintain an on-call list by posting for on-call employees. The successful applicant(s) will be included on the on-call list. Regardless of on-call postings, the most senior qualified person on the on-call list will have the first priority for on-call work.*

ARTICLE: 13.04

Last paragraph

Therefore, in making staff changes, transfers or promotions *appointments shall be made based on an employee's qualifications and experience as identified for the position. In the event that there are two qualified employees, the appointment shall be made to the employee with the greatest seniority.*

ARTICLE: 13.05

The successful applicant shall be placed on probation for a period of three (3) months. *If an employee has served a probationary period as a casual or temporary employee for a particular classification, he/she will not have to serve a second probation for the same classification.*

Conditional on satisfactory service, the employee shall be declared permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the probationary period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

ARTICLE: 14.04 (b)

- 14.04 a) Employees who are to be laid off for periods of less than thirteen (13) weeks shall be given notice ten (10) working days prior to the effective date of lay-off.
- b) Employees who are to be laid off for periods of thirteen (13) weeks or more, will be provided with the following notice:

Years of Service	Notice
0 to 2 Years	10 <i>Working Days</i>
2 to 4 Years	20 <i>Working Days</i>
4 to 6 Years	30 <i>Working Days</i>
6 to 7 Years	35 <i>Working Days</i>
8 Years and over	40 <i>Working Days</i>

Where possible, the Employer shall notify employees in writing of anticipated date of recall.

In the event the employee's job is eliminated while the employee is laid off, the employee shall be notified ten (10) working days prior to the original anticipated date of recall and he/she shall have the right to exercise his/her rights in accordance with Article 14.

ARTICLE: 14.08 - Seniority Rights

- 1) *Regular employees in receipt of a lay-off notice will be required to choose one of the following options in accordance with Article 14:*
- a) *lay-off with recall rights for one (1) year. A regular full-time employee or regular part-time employee who is laid off and chooses to place his/her name on the recall list rather than exercise his/her seniority rights shall be automatically recalled when a similar position in that particular classification becomes available. During the recall period, employees would be able to access work, for which they hold the required qualifications, from the on-call list.*

- b) exercise *bumping rights*. *It is understood that an employee who exercises his/her bumping rights is relinquishing any claim to his/her previous position and further recall.*
 - c) accept a severance payment according to clause 14.07.
- 2) The administration of bumping rights shall be as follows:
- a) as is in current agreement except "regular full time employee"
 - b) as is in current agreement
 - c) as is in current agreement except "regular part time employee"
 - d) as is in current agreement
 - e) as is in current agreement
 - f) delete.

ARTICLE 19 - EDUCATIONAL BENEFITS

19.03 Delete.

19.05 Add new:

- .6 *tuition remission does not apply to courses or programs when Selkirk College acts as a broker, where Selkirk College is in partnership with another institution, or to Co-op or work term fees.*

ARTICLE: 23.02

All employees shall be given access to *free* Gym leisure passes. Those unable to use the College facilities may apply for a like amount of PD funding for other wellness programs. Both parties recommend that use of the College facilities have priority over privately operated facilities. Funding will be proportional for those employees who are not full-time

ARTICLE 24 - TERM OF AGREEMENT

- 24.01 This agreement shall remain in effect for the period *January 1, 2004 to December 31, 2005 A.D.*, but shall not terminate at the expiration of that period unless notice in writing of the termination has been given by one party to the other party not more than four (4) months nor less than two (2) months immediately preceding December 31, *2005*. If no such notice is given, this Agreement shall remain in effect from year to year until termination by either party upon notice in writing not more than four (4) months nor less than two (2) months immediately preceding December 31 in any one year. Either party may within that period of four (4) months immediately preceding the date of expiry of this Agreement by notice, require the other party to the Agreement to commence collective bargaining.

24.02 The operation of sub-section (2) of Section 66 of the Industrial Relations Act is hereby specifically excluded and shall not be applicable to this Agreement.

APPENDIX "C" - Letter of Understanding re: Student Work

B. Paid Student Work

1. Student Work Programs
 - a. These positions are *funded through the College's operating grant. The College uses these positions to provide work experience and student aid to students.*
 - b. Students employed in student work programs, in the departments specified in the attached definitions, are subject to the following limitations:
 - No more than one student per department per year. Notwithstanding this limitation, the Gymnasium and Music Departments may employ up to six (6) students each.
 - *The International Education program may employ up to six (6) Cultural Assistants. These positions would be limited to the academic year and would not relate to any summer positions.*
 - Hours of work shall be scheduled in accordance with the terms of the program providing funding.
 - Such students are not covered by the PPWC Collective Agreement.

APPENDIX "G" - Letter of Understanding re: Contracting Out

Notwithstanding Article 3.07 and Appendix B, the College agrees that during the period effective the date of signing, until December 31, 2005, there will be no contracting out of work which would result in any employee losing his/her job.

This letter of understanding expires *at the end of the current agreement.*

APPENDIX "H"

Letter of Understanding re: Cafeteria Operation

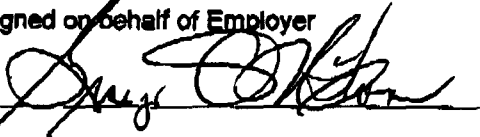
The Union will agree that rates of pay for all Cafeteria workers will be 20% less than the rates outlined in Schedule "A".

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

The Union will agree to contribute 1% of the gross wages for all PPWC Support Staff to address the budget shortfall in the College's cafeterias. This donation will be used specifically and exclusively for that purpose. The 1% donation will begin on April 1, 2004 and continue to the end of the current Collective Agreement.

This letter of understanding expires at the end of the current Collective Agreement.

Signed on behalf of Employer



Signed on behalf of the Union

