

MEMORANDUM OF AGREEMENT

between

SELKIRK COLLEGE
(hereinafter called "the Employer")

and the

THE PULP, PAPER AND WOODWORKERS OF CANADA, LOCAL 26
SELKIRK COLLEGE BARGAINING UNIT
(hereinafter called "the Union")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE PPWC (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING JANUARY 1, 2015 AND EXPIRING DECEMBER 31, 2019 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2013 - 2014 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreements shall be for sixty (60) months from January 1, 2015 to December 31, 2019 both dates inclusive.

3. Effective Dates

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

4. Appendix "A"

The Employer and the Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "A". The Employer and the Union further agree that subsequent provisions will be re-numbered accordingly and the parties will review the agreement to correct any cross references as a result of the deletions or amendments.

5. Appendix "B"

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The Employer and the Union also agree to the amendments to the new Collective Agreement, as signed by the Employer and the Union on Green Sheets on 9 and 10 December 2014, attached to this Memorandum of Agreement as Appendix "B".

6. Appendix "C"

The Employer and the Union also agree to Appendix C – Memorandum of Understanding on the Economic Stability Dividend (ESD)."

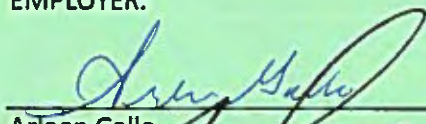
7. Ratification

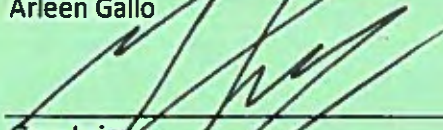
The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations.


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

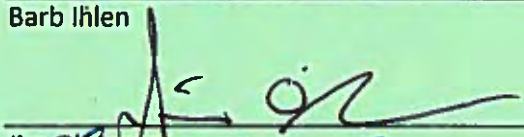
Signed this 30 day of October, 2015

BARGAINING REPRESENTATIVES FOR THE
EMPLOYER:


Arleen Gallo


Gary Leier

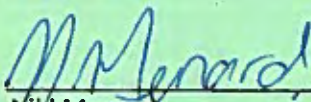

Barb Ihlen


Jim O'Meara


Liana Zwick


BARGAINING REPRESENTATIVES FOR THE
UNION:


Rod Fayant


Niki Menard


Larry Perepolkin


Terry Balyk


John Chernenkoff

APPENDIX "A"



1. The Employer and the Union agree to incorporate all Green Sheets on housekeeping and renewals of two Letters of Understanding signed on December 9 and 10, 2014 as "Appendix B".

2. **Article 5 - Hours of Work**

The Employer and the Union agree to the following amendment to the Collective Agreement:

5.01 The regular work day for full-time Aviation support, Building Service Workers, Cafeteria staff, ~~Computer Centre~~, Information Technology, Forestry Lab Assistant, Maintenance and Tool Room Attendants shall be seven and one-half (7.5) hours, Monday through Friday. Maintenance workers will normally work the day shift.

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

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

Positions in existence as of December 31, 1989 shall not be subject to shift change unless by mutual agreement between the employee and their supervisor. Building Service Workers who normally work the afternoon shift may be required to work the day shift during the summer months (May through August).

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

3. **Article 6.04**

The Employer and the Union agree to the following amendment to the Collective Agreement:

6.04 When an employee is temporarily required to perform substantially the duties of another position for more than one (1) day, he/she shall receive the rate for the position, or his/her regular rate, whichever is greater. If the employee continues in the position for more than one (1) day, the employee shall receive the applicable rate from the first day.

~~"Substantially", as stated in Article 6.04, shall be defined as 80% of the duties of the job.~~

4. **Article 7 - OVERTIME (re MEAL ALLOWANCE)**

The Employer and the Union agree to the following amendment to the Collective Agreement:

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

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

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

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5. **Article 10.03 – SICK LEAVE**

The Employer and the Union agree to the following amendment to the Collective Agreement:

10.03 Sick leave with pay shall not be granted. ~~nor shall payments continue until proof of such illness is filed with the College if proof has been requested by the employee's supervisor during the period of illness.~~

Medical documentation may be requested by the supervisor if the illness goes beyond two (2) working days. Medical documentation may be requested for on-call employees for one (1) day of illness. If proof of illness is not provided, pay may be withheld until the requested documents have been provided.

The employer may require additional medical certification to confirm an employee is unfit for work or fit to return to work. In such circumstances, the Parties will agree to a suitable Medical Practitioner and any costs incurred by an employee in this regard will be borne by the College.

6. **Article 11 – EMPLOYEE BENEFITS**

- a) Effective the date of ratification, the Employer and the Union agree to delete Article 11.05 as follows:

~~11.05 — If the premium paid for any employee benefit is reduced as a result of any legislative or other action which reduces the cost of any premium, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed between the parties.~~

Subsequent provisions will be re-numbered accordingly and the parties will review the agreement to correct any cross references as a result of the deletions.

- b) While not to be included in the Collective Agreement, effective January 1, 2016, the Extended Health Benefits plans will be amended such that the individual and family deductibles will be increased from twenty-five dollars (\$25) to fifty dollars (\$50) per calendar year.
- c) In exchange for Items 6 (a) and (b) above, the Employer agrees to amend the Extended Benefit Plan as follows:
- i. While not to be included in the Collective Agreement, effective January 1, 2016, vision care coverage shall be increased to \$400 every two (2) years which will reimburse the actual purchase cost of corrective lenses or frames when prescribed by a physician or optometrist.
 - ii. While not to be included in the Collective Agreement, effective January 1, 2018, the reimbursement for professional services will be amended from \$10 per visit maximum for the first twelve (12) visits per calendar year to \$10 per visit maximum for the first five (5) visits per calendar year, to the maximum applicable.

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- iii. The Employer and the Union agree to the following amendment to the Collective Agreement:

11.02 c) Effective April ~~January~~ 1, 2006-~~2016~~, eye exams shall be reimbursed to a maximum of ~~seventy-five dollars (\$75)~~ one hundred dollars (\$100) every two (2) years.

7. Article 13.10

The Employer and the Union agree to the following amendment to the Collective Agreement:

~~13.10 An employee who, through advancing years or an employee who is pregnant, is unable to perform his/her normal duties may be provided with alternate suitable employment. Such employee shall not displace an employee with more seniority.~~

8. ARTICLE 15 – DISMISSAL AND RESIGNATIONS

The Employer and the Union agree to the following amendment to the Collective Agreement:

15.04 Records that have been listed for over a twelve (12) month period will be withdrawn providing there has not been a continuation of an offence. Only these incidents of suspension will be kept for up to records of more than one (1) year eighteen (18) months due to the seriousness of the offence shall be deleted. An employee shall be given a copy of his/her personnel file if he/she requests it.

9. ARTICLE 17 – GRIEVANCE PROCEDURE

The Employer and the Union agree to the following amendment to the Collective Agreement:

17.02 If a dispute is not submitted within ~~sixty (60)~~ fifty (50) calendar days after the occurrence of the act or decision giving rise to the dispute, then the dispute shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. This ~~sixty (60)~~ fifty (50) calendar day limitation may be extended by mutual agreement between the Employer and the Union.

10. APPENDIX C – Letter of Understanding re Student Work

The Employer and the Union agree to the amendment of Appendix C as follows:

APPENDIX "C"

Letter of Understanding re: Student Work

The Union and the College hereto recognize the necessity of providing students practical learning opportunities within their academic programs and the value in assisting students in obtaining work experience and financial support as part of the educational experience. The Union parties recognize and agree that the College will have activities completed by students under the three categories of Educational Skill/Experience Assignments, Student Work Study, Co-op Students. ~~from time to time during the term of this Agreement there will be work projects conducted within the College by students who will~~ These students may/may not be members of the Union as identified below.

The College and the Union recognize and agree that students will not displace PPWC members. The College further recognizes that students can be employed to only supplement and/or complement the services provided by support staff employees and not for the purpose of eroding the scope of the bargaining unit by displacing Union members.

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~~Student Work shall be divided into two categories:~~

A. ~~Unpaid Student Work~~ Educational Skill/Experience Assignments

1. The parties recognize that academic programs may include curriculum whereby students must be provided a working environment to demonstrate and be graded on practical skills.
2. ~~Students may work in order to gain practical experience. Such students~~
 - are not employees;
 - are not within Union certification; and,
 - will not be paid.

~~3. Unpaid student work is limited to two students per semester per department for a period not to exceed three consecutive weeks, except as noted in clause A4.~~

3. A PPWC member may volunteer to be responsible for supervising a practicum student as an opportunity to gain mentorship skills and experience. ~~If a member does not volunteer, a student cannot work within that department.~~

~~3. The College and PPWC recognize the need to provide students from the Resort and Hotel Management, Professional Cook 1 and 2 programs with practical experience, as an integral part of their educational studies and perform effectively in post education employment. In order to facilitate these goals and respect PPWC representation of work performed by presently classified positions, the parties agree that during each annual September 1st to May 1st period, the College will make available the following instructional based catering events to provide a workplace training experience for students from the Resort and Hotel Management and Professional Cook 1 and 2 programs:~~

- ~~3 Large Banquets of over 250 served capacity~~
- ~~2 Small Banquets of 75-100 served capacity~~
- ~~5 Student organized events (e.g., Casino Night)~~

~~In addition, the following events and programs will continue to be staffed in accordance with past practice:~~

- ~~1 Annual Foundation Gala (currently Festival of the Trees)~~
- ~~1 Community Based Charity Event~~
- ~~8 Advisory Committee Luncheons~~

~~Resort and Hotel Management, Professional Cook 2 student run Dining Operations as presently known as Scholars Dining Room~~

4. Catering events outside curriculum requirements ~~the above stated events and programs~~ would require PPWC participation in accordance with present Collective Agreement terms. If an event opportunity/ideas arise for program curriculum requirements they will be discussed with the Union prior to plan finalization.

B. Paid-Student Work Study Program

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1. The Union will be advised of all Student Work positions in the PPWC employee group through the Selkirk College - PPWC Student Work Committee process.
2. All applications for newly created work study positions received by the Financial Aid Office will be forwarded to the Selkirk College - PPWC Student Work Committee for review and recommendations as per the agreed to Terms of Reference.
3. Such students
 - are not employees,
 - are not within Union certification, and
 - will be paid the work study rate set by the College, and will only be scheduled for hours as approved by the Committee

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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.~~
 - ~~Such students will be paid according to the terms of the program providing the funding.~~
 - c) ~~A committee shall be formed for the purpose of allocating positions filled within this type of program. This committee shall consist of the Financial Aid Officer, a representative of the Human Resource Department and a member of the PPWC executive.~~
2. Co-op Students
 - a) Students employed by the College Employer who are registered in the Selkirk College Co-op program, shall be considered Co-op students.
 - b) Co-op students shall be covered by the following provisions of the PPWC Collective Agreement only: the Preamble, Articles 1.01, 1.03, 2.01, 3.08, 3.09, 4, 5, 7, 16, 17, 24, the membership provisions in 1.09 and the Union dues provisions in Article 3.
 - c) ~~There shall be only one Co-op student placement per department per Co-op work term. Notwithstanding this clause, the Computer Centre may employ up to two Co-op~~

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~~students.~~

- c) Work terms for Co-op positions need not be advertised for competition other than in the Co-op office.
- d) Students hired by the College for ~~student work opportunities~~ and Co-op positions shall be paid amounts that are at the discretion of the College.
- e) The College ~~Employer~~ agrees to provide the Union with a copy of all internal ~~approved~~ Co-op positions.

~~"Department" is defined as those areas specified in the table at the end of this letter.~~

~~The Employer agrees that no employee shall lose his/her job through students performing work normally done by employees in the bargaining unit. If all PPWC positions in any department (as specified in the department definitions) become vacant, no student worker shall be placed in that department.~~

~~Disputes arising out of this letter shall be dealt with through the grievance procedure of the Collective Agreement.~~

This Appendix C Letter of Understanding re: Student Work expires at the end of the current agreement.

FOR SELKIRK COLLEGE:

FOR PPWC LOCAL 26:

~~Student work placements are subject to the following schedule that, for the purposes of this letter, defines "department":~~

DEPARTMENT	SUPERVISOR
Finance	Director, Finance and Ancillary Services
Mailroom, Duplicating	Director, Finance and Ancillary Services
Word Processing, Castlegar Switchboard	Campus Manager — Castlegar
Library — Castlegar	Department Head — Library
Library — Nelson	Department Head — Library

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DEPARTMENT	SUPERVISOR
Bookshop—Nelson	Bookshop Manager
Bookshop—Castlegar	Bookshop Manager
Cafeteria—Nelson	Director, Finance and Ancillary Services
Cafeteria—Castlegar	Director, Finance and Ancillary Services
Custodial/Maintenance—Castlegar	Director of Facilities
Custodial/Maintenance—Nelson	Director of Facilities
Student Services—Castlegar	Dean, Student Development/Registrar
Student Services—Nelson	Dean, Student Development/Registrar
WKTEP	WKTEP Coordinator
Purchasing	Director, Finance and Ancillary Services
Aviation	Chair, School of Business and Aviation
Gym	Campus Manager—Castlegar
Audio Visual	Department Head, Computer Services
Computer Centre	Department Head, Computer Services
Community Education—Nelson	Nelson CE Coordinator
Community Education—Castlegar	Castlegar CE Coordinator
Support Services—Nelson	Campus Manager—Nelson
Support Services—Trail	Campus Manager—Castlegar
Toolrooms—Nelson	Chair, School of Industry and Trades Training
Forestry Equipment Room	Chair, School of Renewable Resources
Music	Chair, School of Digital Media, Music and Information Technology
Health and Safety	Director, Human Resources
Residence	Residence Manager
Foundation	Director, Advancement and Development
International Education	Department Head (International Education)
each satellite campus	local Extension Centre Coordinators

11. Renewal of Letters of Understanding

The Employer and the Union agree to the renewal of the following Letters of Understanding:

- a) Appendix G – Letter of Understanding re Contracting Out
- b) Appendix I - Letter of Understanding re: Cafeteria Operation
- c) Appendix J - Letter of Understanding re: Cafeteria Operation

12. Appendix K

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The Employer and the Union agree to the renewal of Appendix K with new expiration date as follows:

APPENDIX "K"

Letter of Understanding re: On-call Employees

During the life of this Collective Agreement, the College agrees that on-call employees shall be called for work on the basis of their qualifications and abilities and demonstrated ongoing availability. Where two or more employees with equal qualifications and abilities are available, and where such employees have demonstrated ongoing availability, those employees will be called for work on the basis of seniority.

Except for employees who have been appointed to regular or temporary positions, those employees who have been placed on the on-call lists and who have not worked within a six month period, may have their name removed from the on-call lists by the Human Resources Department and will be considered to have resigned their employment.

This Letter of Understanding expires on December 31, ~~2014~~ **2019**.

13. Schedule "A" Rates of Pay

The Employer and the Union agree to that all wage scales for classifications or positions in Schedule "A" of the Collective Agreement shall be increased by the following percentages effective on the dates indicated:

- (a) Effective the first day of the first full pay period after January 01, 2016 or the first day of the first full pay period after the date of ratification of the MOA (whichever is later), all wage scales in the collective agreements which were in effective on December 31, 2015 shall be increased by one percent (1%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (b) Effective the first day of the first full pay period after November 01, 2016, all wage scales in the collective agreement which were in effect on October 31, 2016 shall be increased by the Economic Stability Dividend*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (c) Effective the first day of the first full pay period after January 01, 2017, all wage scales in the collective agreement which were in effect on December 31, 2016 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (d) Effective the first day of the first full pay period after November 01, 2017, all wage scales in the collective agreement which were in effect on October 31, 2017 shall be increased by one percent (1%) plus the Economic Stability Dividend*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.

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- (e) Effective the first day of the first full pay period after January 01, 2018, all wage scales in the collective agreement which were in effect on December 31, 2017 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (f) Effective the first day of the first full pay period after November 01, 2018, all wage scales in the collective agreement which were in effect on October 31, 2018 shall be increased by one percent (1%) plus the Economic Stability Dividend*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (g) Effective the first day of the first full pay period after January 01, 2019, all wage scales in the collective agreement which were in effect on December 31, 2018 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (h) Effective the first day of the first full pay period after November 1, 2019, all wage scales in the collective agreement which were in effect on October 31, 2019 shall be increased by one percent (1%) plus the Economic Stability Dividend*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.

These wage increases shall apply to all current employees who are members of the bargaining unit.

*See "Appendix C" for the Memorandum of Understanding on the Economic Stability Dividend (ESD)."

**APPENDIX B
(SIGNED GREEN SHEETS)**

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APPENDIX C

Memorandum of Understanding on the Economic Stability Dividend (NEW)

Re ECONOMIC STABILITY DIVIDEND

Definitions

1. In this Letter of Agreement:

"Collective agreement year" means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

"Economic Forecast Council" means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23;

"Forecast GDP" means the average forecast for British Columbia's real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

"Fiscal year" means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as 'the period from April 1 in one year to March 31 in the next year';

"Calendar year" is a twelve (12) month period starting January 1st and ending December 31st of the same year based upon the Gregorian calendar.

"GDP" or "Gross Domestic Product" for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

"GWI" or "General Wage Increase" means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11th) month in a collective agreement year;

"Real GDP" means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada's Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as "Real Gross Domestic Product at Market Prices" currently in November of each year.

The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.

3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.

4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

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Annual Calculation and publication of the Economic Stability Dividend

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.

6. The timing in each calendar year will be as follows:

- (i) February Budget – Forecast GDP for the upcoming calendar year;
- (ii) November of the following calendar year – Real GDP published for the previous calendar year;
- (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
- (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend.

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) February 2015 – Forecast GDP for calendar 2015;
- (ii) November 2016 – Real GDP published for calendar 2015;
- (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend
- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February, 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.

Availability of the Economic Stability Dividend

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

Allowable Method of Payment of the Economic Stability Dividend

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

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