

OFFER FOR SETTLEMENT

between

Selkirk College

(hereinafter called "the Employer")

and the

The Pulp, Paper and Woodworkers of Canada, Local 26

(hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF SELKIRK COLLEGE (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE COLLEGE BOARD, AND the Post-Secondary Employers' Association (PSEA);

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF **The Pulp, Paper and Woodworkers of Canada, Local 26** (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENTS COMMENCING 2011 January 1 AND EXPIRING 2012 December 31 (hereinafter called the "new Collective Agreements"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2006-2010 Collective Agreement continue except as specifically varied as per the attached documents.

2. **New Collective Agreement**

The Employer and the Union agree that in all instances an amendment to the Collective Agreement are effective on the date of ratification of this Memorandum of Agreement.

3. **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. Signed this _th day of May, 2011.

BARGAINING REPRESENTATIVE FOR
THE EMPLOYER:

BARGAINING REPRESENTATIVE FOR
THE UNION:

[Redacted signature area]

College Proposal

Tabled: April 19th 2011

Revised: May 18, 2011

Housekeeping revisions

- 11.11 Delete Pension Buyback
- Update the title of the Plan
- 13 Add the following Headings

13.01 Position Posting

13.02 Posting Notices

13.06 Recruitment of Positions

13.11 First Aid Certification

- SCHEDULE "A", Rates of Pay will be updated to reflect all positions as of May 18th 2011 including the IT positions that were previously in the SCFA
- Delete dates on letter of understanding "G"

APPENDIX "G"

- Delete
 - Letter of Understanding re: Labour Market Adjustment
 - Appendix I

Accepted



College Proposal

Tabled: April 19th 2011

Revised: May 18, 2011

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.

When a vacancy occurs resulting from an extended sick leave, the provisions of Article 12.07 will prevail. Should the vacancy exceed sixty (60) days, the position will be posted and filled within an additional thirty (30) days. The sixty (60) day time limitation may be extended by mutual agreement of the parties.

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

- .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 53 years.
- .3 The Employer may create and maintain an on-call list by hiring on-call employees. The successful applicant(s) will be included on the on-call list. Any employee going on an on-call list in a different department is below these posted positions as defined in Article 1.02 and cannot bump a posted position except as defined under Article 14.08.

Accepted



College Proposal

Tabled: April 19th 2011

Revised: May 18, 2011

ARTICLE 20 – COMPASSIONATE LEAVE

20.01 A regular employee shall be granted five (5) regularly scheduled consecutive work days leave without loss of pay or benefits in the case of the death of a parent, spouse/partner or child, including step child, foster child, sister, brother, and three (3) regularly scheduled consecutive work days leave without loss of pay or benefits in the case of the death of a grandchild, grandparent, mother-in-law, father-in-law, sister-in-law, or brother-in-law. Reasonable leave of absence without pay shall be granted for travel and estate affairs associated with such paid compassionate leave. One (1) day shall be granted without loss of pay or benefits to a regular employee to attend a funeral ~~as pallbearer~~ as mourner, provided such employee has the prior approval of his/her supervisor or department head.

Reasonable exceptions to the above definitions will be considered upon mutual agreement between the College and the Union.

Accepted



Dated: _____

College Response to Union Proposals 21-22

Tabled: April 19th 2011

Revised: May 18, 2011

- 1.03 The policies and practices of the Employer and the Union shall be such to prevent any discrimination toward employees in all areas unrelated to job performance. Any consideration of age, race, colour, creed, national origin, citizenship, criminal record, physical disability, political or religious affiliation or non-affiliation, sex or sexual preference, marital status, or membership or non-membership in the Union unrelated to job performance shall not be cause for restriction or coercion of, or interference with, any employee in the matters of wage rates, training, promotion, layoffs, or discipline. The Employer shall not institute rules and regulations for the employees which are unrelated to the employment requirements. The Union shall comply with the Employer directives where these directives do not violate the Human Rights Act or any terms of this Agreement.

The College and the Union acknowledge the right of all employees to work in an environment free from harassment.

Personal harassment shall be defined as repeated, intentional, unwelcome, offensive comments and/or action deliberately designed to demean and belittle the individual and/or to cause personal humiliation.

Sexual harassment shall be defined according to College policy on Sexual Harassment and administered through that policy.

Cases of harassment shall be considered as discrimination and will be eligible to be processed as grievances.

Grievances under this section will be initiated at step 3 of the grievance procedure.

Accepted

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College Proposal

Tabled: April 19th 2011

Revised: May 18, 2011

ARTICLE 17 – GRIEVANCE PROCEDURE

- 17.01 Should a dispute arise between the Employer and the Union and any employee or employees regarding the interpretation or violation of the Agreement, an earnest and timely effort shall be made to settle the dispute in the following manner.

The employee or employees concerned, in person, with or without a Union Steward, shall first seek to settle the dispute within the terms of the Collective Agreement with the Supervisor.

The Union reserves the right to call the complainant into the grievance process for clarification and information purposes.

Stage 1: Failing a satisfactory settlement within five (5) working days after the dispute was submitted to the Supervisor only a Union Steward may submit the dispute as a grievance, which shall be stated in writing, to the Supervisor.

Stage 2: Failing a satisfactory settlement within five (5) working days after the grievance was submitted under Stage 1, only the Union Steward may submit the grievance, which shall be stated in writing, to the Director, Human Resources.

Stage 3: Failing a satisfactory settlement within ~~five (5)~~ ten (10) working days after a grievance has been submitted under Stage 2, the grievance may be submitted to the President or his/her delegate (other than a delegate previously involved in the resolution of the grievance) who shall meet with the Unions Steward within seven (7) working days of being requested to so meet. Only Union Stewards shall submit the grievance to the President or his/her delegate verbally or in writing.

Stage 4: Failing a satisfactory settlement within five (5) working days after the dispute was submitted under Stage 3, the Union may, on giving five (5) working days notice in writing to the Employer of their intention, refer the dispute to ~~a Board of~~ Arbitration.

- 17.02 If a dispute is not submitted within sixty (60) 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) calendar day limitation may be extended by mutual agreement between the Employer and the Union.

- 17.03 The Employer shall have the right to submit in writing any dispute regarding the interpretation or violation of this Agreement to the Executive Board of the Union. Failing a satisfactory settlement within eight (8) working days of the submission, the Employer may, upon giving five (5) working days in writing to the Union of their intention, refer the dispute to the Board of Arbitration instituted in accordance with this Article.

- 17.04 ~~A Board of Arbitration shall consist of three (3) members of a single arbitrator mutually agreed to by the parties one to be selected by the Employer and one by the Union, within five (5) days of either party being notified by the other party of its desire to refer the dispute to a Board of Arbitration. There shall also be a third mutually acceptable person, who shall act as Chairperson, to be chosen by the two persons so selected.~~ In the event that the Employer and the Union are unable to agree upon the selection of ~~the third member of the Board of Arbitration~~ within a period of five (5) days after notice of the appointment of the members of the Board by the parties, the Minister of Skills Development and Labour of the Province of British Columbia shall be requested to appoint such a third member an arbitrator the parties will defer the selection of said to the Minister of Labour or Minister Responsible for the Labour Relations Code. The decision of the ~~Board of Arbitration or of a majority thereof~~ arbitrator shall be final and binding upon the parties, but in no event shall the ~~Board of Arbitration arbitrator~~ have the power to alter, modify, or amend this Agreement in any respect.
- 17.05 The ~~Arbitration Board arbitrator~~ may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. ~~The Arbitration Board The arbitrator~~ shall commence ~~its~~ proceedings within ten (10) days, or sooner of their appointment, after the Chairperson is appointed. ~~It~~They shall hear and determine the difference or allegation, and render a decision within ten (10) days from the time ~~the Chairperson is appointed of~~ appointment. ~~The decision of a majority shall be the decision of the Arbitration Board.~~
- 17.06 Each party shall pay the ~~expenses of the member of the Board of Arbitration chosen by it and all~~ expenses incurred in connection with the presentation and preparation of its own case, but the parties shall share equally the expenses ~~of the third member of the Board of Arbitration of the~~ arbitrator.
- 17.07 At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witness(es), and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
- 17.08 The procedure for settling disputes as set out in this Article shall be strictly adhered to, but where a dispute involving a question of general application or interpretation occurs, the Employer and the Union may agree to by-pass Stages 1 and 2 of Section 17.01 of this Article. The time limitations set out in this Article may be extended by mutual agreement of the parties.

Accepted

For the College

For the Union

Dated _____

College Response to Union Proposal #19

Tabled: April 19th 2011

Revised: May 11th 2011

13.??

In the event that the PPWC IT positions that are currently occupied by SCFA members become vacant, these vacancies will be posted for 7 days internally. The college will ensure there are no qualified internal applicants before these positions are advertised outside of the college.

Accepted

For the College

For the Union

Dated: _____

College Response to Union Proposal #40

Tabled: April 19th 2011

Revised: May 11th 2011

11.12 Early Retirement Incentive

For the purposes of this article early retirement is defined as retirement after age 55 and before age 65.

During any fiscal year starting April 1, the Employer will offer or accept at least one, or the equivalent of at least one, five year early retirement incentive, provided that there are any such requests.

The Employer may offer to an employee or an employee may request an early retirement incentive provided the employee meets the following qualifications:

1. is age 55 or over;
2. has a minimum of ten years employment with the College;
3. is a regular employee on continuing appointment at the time of early retirement; and
4. resigns for purposes of retirement as a regular employee.

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 responses will be made to employees no later than the following March 1.

Accepted

For the College

For the Union

Dated: _____

College Proposal

Tabled: April 19th 2011

Revised: May 11, 2011

Appendix " C"

Expand language to represent all areas of study that student would be involved in.

Purpose:

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 Annual Tourism Industry Open House (delete this item)

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

Catering events outside the above stated events and programs would require PPWC participation in accordance with present Collective Agreement terms.

Accepted

For the College

For the Union

Dated: _____

APPENDIX “?”

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.

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

Signed on behalf of Employer:

Signed on behalf of Union:



College Authorities

PPWC Local 26

APPENDIX "?"

Letter of Understanding re: Cafeteria Operation

Effective March 31st 2011 the 1% of the gross wages for all PPWC Support Staff that the Union ~~has~~ had previously agreed to contribute to address the budget shortfall in the College's cafeterias will be reduced to .5%. Effective March 31st 2012 this donation will end completely. This donation will be used specifically and exclusively for that purpose.

The colleges requires the continued support of the PPWC membership while implementing changes in the cafeteria operations. These changes are in an effort to ensure the long term viability of the operations. The College will not seek a continuation of this donation from the PPWC membership in future rounds of bargaining.

Signed on behalf of Employer:

Signed on behalf of Union:



College Authorities

PPWC Local 26

LETTER OF UNDERSTANDING

RE: COMPENSATION RE-OPENER

The Collective Agreement is being negotiated in accordance with the PSEC Mandate established by Government for the current collective bargaining.

Selkirk College agrees that, in the event that Government decides to modify the PSEC Mandate as it applies to the entire Public Service and Public Sector during the term of the Selkirk College/The Pulp, Paper and Woodworkers of Canada, Local 26, Collective Agreement arising from the current collective bargaining, PPWC Local 26 will have the opportunity to renegotiate the total compensation for the balance of the term of the Collective Agreement.

This opportunity to renegotiate will relate to total compensation only and such negotiations will be governed by the revised PSEC Mandate and will be subject to approval by the Post-Secondary Employers' Association (PSEA). This renegotiation will not result in the early termination of the Collective Agreement.

This Letter of Understanding expires at midnight on December 31st, 2012.

Agreed to:



For the Union

For the Employer

Date: _____

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