

**COLLECTIVE AGREEMENT**

**between the**

**SELKIRK COLLEGE**

**and the**

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

**Effective from April 1, 2019 to March 31, 2022**

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**ARTICLE 1 - PREAMBLE****1.1 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.

**1.2 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.

**1.3 College and Union shall acquaint New Employees**

- (a) 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.
- (b) A new employee shall be advised in writing of the name and location of their steward.
- (c) Whenever the steward is employed in the same work areas as the new employee, the employee's immediate supervisor will introduce them to their steward, who will provide the employee with a copy of the Collective Agreement.
- (d) 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.

**1.4 Copies of Agreement**

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

**1.5 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****2.1 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.

**2.2 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.

### **2.3 Use of Singular or Plural**

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

### **2.4 Human Rights Code**

The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.

### **2.5 Reduction in Salary or Benefits**

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

### **2.6 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.

### **2.7 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**

### **3.1 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.

### **3.2 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.

### **3.3 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.

### **3.4 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.



### **3.5 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.

### **3.6 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.

### **3.7 Personnel File**

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

## **ARTICLE 4 - UNION RECOGNITION AND RIGHTS**

### **4.1 Bargaining Unit Defined**

The bargaining unit shall comprise all employees covered by the certification as issued or varied under the *Labour Relations Code* of BC.

### **4.2 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 BC.

### **4.3 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 their 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 their designate, with a copy to the Chairperson of Local 709 Selkirk College bargaining unit.

### **4.4 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.

#### 4.5 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 their alternative, shall obtain the permission of their immediate supervisor before leaving their work to perform their 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 their normal duties, the steward shall notify their supervisor.

#### 4.6 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 BC. 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.

#### 4.7 Hot Products

(a) No employee covered by this Agreement shall be required to handle any product declared by the Canadian Labour Congress or the BC 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.

#### 4.8 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 4.5;
- (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 4.9.

#### **4.9 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 their 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 bi-weekly 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 bi-weekly. 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 1st of the succeeding year.

## ARTICLE 6 - 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 BC.

## ARTICLE 7 - CLASSIFICATION

### 7.1 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.

### 7.2 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, salons, laboratories, practical experience sessions or other similar areas.

(c) *Department Head/School Chair* – an employee who performs, in addition to their 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 their 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 8 - DEFINITION OF EMPLOYEES

### 8.1 Appointments

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

## 8.2 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.

## 8.3 Orientation

All new employees will receive an orientation.

## 8.4 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 ongoing 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 1st to June 30th of the following year.

## 8.5 Conversion to Regular

A non-regular employee shall be entitled to:

- (i) (1) Regularization after a period of time worked of at least two consecutive appointment years of work at a workload of fifty percent (50%) or greater for each of the two (2) consecutive appointment years and where there is a reasonable expectation of ongoing employment for which the employee is qualified at a workload of at least fifty percent (50%) or greater for two semesters in the next appointment year; or  
(2) Regularization after the employee has performed a workload at least one hundred and twenty percent (120%) of an annualized workload over at least two (2) consecutive years and there is a reasonable expectation of an ongoing workload assignment for which the employee is qualified, of at least fifty percent (50%) on an annualized basis over the immediately subsequent appointment year.
- (ii) Regularization provided the employee receive a satisfactory evaluation prior to regularization. An employee will be deemed to have received a satisfactory evaluation if one has not been undertaken by the employer. The employer may evaluate a non-regular employee at least once each twelve (12) month period and the employee may request an additional evaluation not more often than one in each twelve (12) month period.

## 8.6 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.

## 8.7 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 provided there are no qualified employees on layoff. The additional opportunities shall be posted as per Article 11.1 and offered to the senior qualified applicant.

## **8.8 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.

Non-Regular Employees shall earn, but not be credited with, seniority during their initial probationary period. Upon successful completion of initial probation, an employee shall be credited with seniority from their initial date of hire. Except as otherwise specified during initial probation, all other terms and conditions of this Agreement apply.

Non-Regular Probationary employees shall be notified of future work opportunities for which they are qualified, unless they have been notified that they were unsuitable for future work opportunities.

The Chair shall choose the most suitable employee available prior to considering external candidates.

## **8.9 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 9 - EVALUATIONS**

## **9.1 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. 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 their evaluation report.

## **9.2 Action Plan**

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

# **ARTICLE 10 - SENIORITY**

## **10.1 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 10.2 below.

For the purpose of determining years of service, one thousand eighty (1080) hours of instructional time or one thousand three hundred seventy-four (1374) hours of instructional assistant time will constitute one (1) year of service.

Effective July 1, 2019, on a go-forward basis, one thousand five hundred and sixty (1560) hours will constitute one year of service.

### **10.2 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 their position;
- (c) an employee is on layoff for more than two (2) years.

### **10.3 Seniority List**

The College shall provide the Union with an employee seniority list up-to-date through June 30<sup>th</sup> by July 31<sup>st</sup>, through September 30<sup>th</sup> by October 31<sup>st</sup> and through March 31<sup>st</sup> by April 30<sup>th</sup>. It is agreed that the list will report on earnings paid.

### **10.4 Re-Employment**

A regular full-time employee who resigns their 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 they have not withdrawn their College Pension Plan contributions.

## **ARTICLE 11 - POSTINGS & VACANCIES**

### **11.1 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 provided that there are no qualified employees on layoff. The vacancy may be posted externally, however external candidates will only be considered if there are no qualified internal candidates.

### **11.2 Role of Seniority**

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

### **11.3 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 their 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 Committee 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.

#### 11.4 Interview Expenses

An internal candidate for a posted position who has been called for a panel interview shall have their authorized expenses paid by the College.

### ARTICLE 12 - HOURS OF WORK

#### 12.1 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.

#### 12.2 Workday Defined

- (a) The normal workday 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 workday 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.

#### 12.3 Work Schedules

- (a) Instructors will normally be assigned twenty seven and one-half (27½) hours of instruction per week by the College. Instructors will be required to schedule two and one-half (2½) 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 12.9 of this Agreement except for the following:

- Non-Instructional Duty Days (Article 12.6)
- Overtime (Article 13)
- Paid Holidays (Article 14)
- Annual Vacation (Article 15)
- Course Development, Professional Development (Article 17)

- (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.

#### 12.4 Normal Workweek

The normal workweek shall be Monday to Friday, except that this arrangement may be changed by mutual agreement between the College and the employee.



## 12.5 Flextime

For the purpose of this Agreement flextime means the hours worked by an employee other than those defined by the normal workday (Article 12.2) or normal workweek (Article 12.4).

## 12.6 Non-Instructional Duty Days

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

## 12.7 Class Scheduling

### (a) Classes

To meet the needs of the College's training commitments, classes may be scheduled by the College as follows:

<i>First Shift</i>	classes start between 7:00 a.m. and 9:00 a.m. and terminate appropriately;
<i>Second Shift</i>	classes start after 12:00 noon and terminate appropriately;
<i>Third Shift</i>	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.

## 12.8 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.

## 12.9 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 their workload to be excessive, they should discuss the issue with the assistance of a union steward, with their 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 thirty (30) days of referral, the Union may refer the matter to an arbitrator listed in Article 29.8.

(c) The Employer confirms that education technologies incorporation is recognized as workload in the current language.

## 12.10 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 13 - OVERTIME****13.1 Definitions**

- (a) "*Overtime*" means work performed by an employee in excess or outside of their 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 flextime, or
  - (3) the annual instructional hours. (Interpretation = one thousand eighty [1080] for instructors and one thousand three hundred seventy-four [1374] for instructional assistants.)

**13.2 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.

**13.3 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.

**13.4 Overtime Entitlement**

An employee will be entitled to compensation for authorized overtime after six (6) hours of work on a regular scheduled workday, and for all work on a scheduled day of rest.

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

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

**13.6 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 workday; 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 14 - PAID HOLIDAYS****14.1 Paid Holidays**

The following have been designated as paid holidays:

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing 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.

**14.2 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.

**14.3 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 workday following the day of rest so affected. Where this is not possible, the lieu day shall be taken at a mutually agreeable time.

**14.4 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 15 - ANNUAL VACATION****15.1 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 percent (8%) 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 percent (16%) 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.

## **15.2 Scheduling**

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

## **15.3 Carryover**

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

## **15.4 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.

## **15.5 Leave of Absence During Vacation**

If an employee qualifies for approved leave with pay during their 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 16 - SALARY SCALE AND PROCEDURE**

## **16.1 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.

## **16.2 Paydays**

Employees shall be paid biweekly. Paydays will be every second Friday.

## **16.3 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.

## **16.4 Increments**

- (a) Increments shall be awarded annually and will take effect on July 1. During their first year of employment an employee shall be entitled to an increment provided six hundred (600) hours of satisfactory service has been completed by July 1st. An instructor shall be entitled to an increment provided one thousand eighty (1080) hours of satisfactory service has been accumulated and an Instructional Assistant shall be entitled to an increment provided one thousand three hundred seventy-four (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 two hundred

sixteen (216) hours of satisfactory service (twenty percent [20%] of one thousand eighty [1080] contact hours) has been accumulated by July 1st. An Instructional Assistant shall be entitled to an increment provided a minimum of two hundred seventy-four (274) hours of satisfactory service (twenty percent [20%] of one thousand three hundred seventy-four [1374] contact hours) has been accumulated by July 1st. Increments may be withheld for just cause. Instructors who do not have a BC Provincial Instructor Diploma or a Teacher Certification or a Bachelor of Education degree and who fail to enroll 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 their 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.

#### **16.5 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.

#### **16.6 Temporary Assignment to Lower Paying Position**

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

#### **16.7 Reclassification Downgrading**

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

#### **16.8 Payment to Dependant 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 17 - COURSE DEVELOPMENT/PROFESSIONAL DEVELOPMENT**

#### **17.1 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.
- (b) Professional Development leave must be scheduled annually in the employee's instructional plan in appropriate increments that are not normally less than three (3) hours, 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.

(c) 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.

(d) The employee shall file with the Committee a comprehensive written report of the substance studied during the leave.

### **17.2 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 Article 17.1. Balances incurred in this fund will be carried forward from year to year.

(b) The Professional Development Committee referred to in Article 17.1(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 two percent (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 17.2(a) and will be paid to all employees on a bi-weekly basis.

(d) Refer to the Notes in Appendices A-2 and B-2 for clarity on the application of item (c) above.

(e) Effective March 31, 2022, the Professional Development fund will be closed and the remaining funds will be distributed to current employees employed prior to April 1, 2005 who have not previously retired.

(f) Following the distribution of unused balances, the provisions of 17.2(a) and (b) will no longer have effect.

### **17.3 Common Professional Development Fund**

(a) A common faculty professional development fund will be set at a point seven of one percent (0.7%) 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 18 - EDUCATION LEAVE

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

### 18.2 Provincial Instructor's Diploma Program

(a) If an instructor is to be employed for a period greater than six hundred (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 17.1.

(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 six hundred (600) hours per academic year:

- (1) the full tuition fees for the Provincial ID Program;
- (2) one economy return airfare to Vancouver or closer location if the instructor is unable to obtain ID 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.

### 18.3 Seniority Protection

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

#### 18.4 Mandatory Courses

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

### ARTICLE 19 - SPECIAL LEAVE

#### 19.1 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 19.1(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 their 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.

#### 19.2 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 six hundred (600) hours.
- (d) Increments as per Article 16.4 will not be awarded for leave under this article.

#### 19.3 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 their regular earnings while serving at court shall remit to the College all monies paid to them by the court, except travelling and meal allowances not reimbursed by the College.
- (d) Time spent at court by an employee in their official capacity shall be at their 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.

#### **19.4 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.

#### **19.5 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 20 - HEALTH AND WELFARE**

#### **20.1 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

#### **20.2 Business Travel Accident Insurance**

Insurance coverage while travelling 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.)

#### **20.3 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
80%	- Plan B
50%	- Plan C, to a lifetime maximum of \$2000 per patient

#### **20.4 Restricted Benefit Entitlement**

- (a) (1) Employees on an appointment of two (2) months (forty [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.

#### **20.5 Employee and Family Assistance Program**

An employee and Family Assistance Program (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 (EFAP).

The Committee shall consist of two (2) appointees from each bargaining unit and two (2) appointees from the College.

### **ARTICLE 21 - HEALTH & SAFETY EQUIPMENT**

#### **21.1 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.

#### **21.2 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.

#### **21.3 Cleaning**

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

#### **21.4 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.

### **21.5 Replacement of Prescription Safety Glasses**

Upon reasonable proof that damaged occurred on the job, the College agrees to reimburse reasonable and customary expenses for the replacement of prescription safety glasses.

## **ARTICLE 22 - SICK LEAVE**

### **22.1**

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

### **22.2**

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 (2) 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.

### **22.3**

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 one hundred (100) days of sick leave top up to be added to their short-term disability benefits.

### **22.4**

Employees not eligible for enrolment in the Plan shall be entitled to accumulate sick leave at the rate of one point five (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.

### **22.5**

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 23 - MEDICAL REQUIREMENTS****23.1 Medical Certification**

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

**23.2 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 24 - SAFETY AND HEALTH****24.1 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.

**24.2 First Aid Kits**

First aid kits shall be supplied in accordance with Article 24.1.

**24.3 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.

**24.4 Unsafe Work Conditions**

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

**24.5 Pollution Control**

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

**24.6 Investigation of Accidents**

The Safety and Health Committee as provided in Article 24.3, 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.

**24.7 Pay Provisions**

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

**ARTICLE 25 - GENERAL ITEMS****25.1 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 they have a viable program of instruction at the campus at which they were hired and if they are to be replaced at their original campus. Notice of transfer shall be consistent with notice given for renewal of appointments.

**25.2 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 their shift all safety and/or mechanical defects on the equipment that they are 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 their employment when an employee refuses to operate such identified equipment.

**25.3 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.

**25.4 Parking**

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

**25.5 Indemnity**

Except where there has been flagrant or wilful negligence on the part of an employee, the Employer agrees:

- (a) not to seek indemnity against an employee whose actions result in a judgement against the Employer;
- (b) to pay any judgement against an employee arising out of the performance of their duties; and

- (c) to pay any reasonable costs incurred in defending the legal proceedings brought against the employee.

An employee must notify the Employer as soon as they become aware of any legal action initiated against the employee.

## **ARTICLE 26 - REGULAR FULL-TIME AND REGULAR PART-TIME EMPLOYEES LAYOFF AND RECALL**

### **26.1 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.
- (c) Employees on recall will have first right of refusal to work for which they are qualified, and this right supersedes the rights of other employees to maximize their workload in accordance with Article 8.7.

### **26.2 Recall Procedures**

- (a) Laid off regular employees are eligible for recall for a period of two (2) years, commencing on the date of layoff.
- (b) Laid off employees who are eligible for recall may accept non-regular work. Non-regular work will not extend the recall period. Should regular work become available, that employee would have first right of refusal for such regular work.
- (c) Laid off employees will not realize an increase in their percentage of appointment by virtue of recall.

### **26.3 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.

### **26.4 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.

### **26.5 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, which will be paid out on a monthly basis.
- (b) If an employee who has received a severance payment is recalled, they 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 their 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 27 - RETIREMENT

### 27.1 Pre-Retirement

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

### 27.2 Early Retirement Incentive

- (a) For the purposes of this article, early retirement is defined as retirement after age fifty-five (55) and before age sixty-five (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 three (3) 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 based on years of service or fraction thereof;
- (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<sup>st</sup> 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<sup>st</sup>.
- (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:

Age at Retirement	% of Annual Salary at Time of Retirement
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 28 - DISMISSAL, SUSPENSION AND DISCIPLINE

### 28.1 Burden of Proof

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

### 28.2 Requirement of Writing

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

### 28.3 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 their designate, with a copy to the Chairperson of local 709 Selkirk College bargaining unit within five (5) days of the action being taken.

### 28.4 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 their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their 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.

### **28.5 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 they believe may be the basis of personal disciplinary action, they will have the right to consult with and/or have union representation at such a meeting.

## **ARTICLE 29 - GRIEVANCES**

### **29.1 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:

### **29.2 Step 1 – Verbal Step**

In the first step of the grievance procedure every effort shall be made to settle the dispute verbally with the immediate excluded supervisor. The grievor shall have the right to have a steward present at this discussion. If the dispute is not resolved verbally, the grievor may proceed to Step 2 of the grievance procedure.

### **29.3 Step 2 – Union Submits Grievance in Writing**

At Step 2 the grievance shall be submitted in writing by the steward to the immediate excluded supervisor. The steward must do so no later than fifteen (15) working days after the date:

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

### **29.4 Employer Response at Step 2**

- (a) The parties shall meet and attempt to resolve the issue within five (5) working days of receipt of the written grievance.

- (b) The College's designate at Step 2 shall reply in writing to the union steward within ten (10) working days of the meeting referred to in (a) above.

### **29.5 Step 3 – Union Advances Grievance to Human Resources**

The Union's area staff representative, or designate, may present a grievance at Step 3 by notification to the Director, Human Resources, or their designate, within fifteen (15) working days of the Employer's response at Step 2 or when that response was due, whichever occurs first.

### **29.6 Employer Response at Step 3**

- (a) The employer and union designates at Step 3 shall meet and attempt to resolve the issue within five working days of the Union advancing the grievance to Step 3.
- (b) The College's designate at Step 3 shall respond to the Union's area representative or designate within ten (10) working days of the meeting referred to in (a) above.

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.

### **29.7 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.

### **29.8 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) Joan Gordon
- (b) Rod Germaine
- (c) Chris Sullivan
- (d) Corrin Bell
- (e) Colin Taylor
- (f) Mark Brown

### **29.9 Decision Procedure**

The Arbitrator may determine their own procedure in accordance with the *Labour Relations Code* of BC and shall give full opportunity to all parties to present evidence and make full representations. They 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 they deem just and equitable. However, the Arbitrator shall not have the power to change this Agreement.

### **29.10 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 they shall make every effort to do within seven (7) days of receipt of such application.

**29.11 Arbitrator Expenses**

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

**29.12 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.

**29.13 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.

**29.14 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.

**29.15 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.

**29.16 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 29.8 of this Agreement.

**29.17 Personnel File**

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

**ARTICLE 30 - TERM OF AGREEMENT****30.1 Duration**

This Agreement shall be binding and remain in effect from April 1, 2019 to March 31, 2022.

**30.2 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, 2022, but in any event, no later than midnight January 31, 2022.
- (b) Where no notice is given by either party prior to January 31, 2022, both parties shall be deemed to have been given notice under this clause on January 31, 2022 and thereupon Article 30.3 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.

**30.3 Commencement of Bargaining**

Where a party of this Agreement has given written notice under Article 30.2 of this Agreement the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

**30.4 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  
UNION:**

**SIGNED ON BEHALF OF THE  
EMPLOYER:**

\_\_\_\_\_  
Stephanie Smith  
President

\_\_\_\_\_  
Bruce LeRose  
Chairperson of the Board

\_\_\_\_\_  
Dave Briggeman  
Bargaining Committee Chair

\_\_\_\_\_  
Angus Graeme  
President

\_\_\_\_\_  
Rob Schwarzer  
Bargaining Committee

\_\_\_\_\_  
Arleen Gallo  
Bargaining Committee

\_\_\_\_\_  
Tom Babott  
Bargaining Committee

\_\_\_\_\_  
David Feldman  
Bargaining Committee

\_\_\_\_\_  
Ross White  
Bargaining Committee

\_\_\_\_\_  
Pat Bidart  
Bargaining Committee

\_\_\_\_\_  
Mike Fenton  
Staff Representative

\_\_\_\_\_  
Stacey Matthews  
Bargaining Committee

\_\_\_\_\_  
Michael Marchbank  
PSEA Board Chair

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**APPENDIX A**  
**Instructors' Salary Scale**

STEP	Date of Ratification			April 1, 2020			April 1, 2021		
	Annual	Bi-weekly	Hourly	Annual	Bi-weekly	Hourly	Annual	Bi-weekly	Hourly
1	95,134	3,659.00	60.98	97,037	3,732.19	62.20	98,978	3,806.85	63.45
2	89,121	3,427.73	57.13	90,903	3,496.27	58.27	92,721	3,566.19	59.44
3	83,014	3,192.85	53.21	84,674	3,256.69	54.28	86,367	3,321.81	55.36
4	79,620	3,062.31	51.04	81,212	3,123.54	52.06	82,836	3,186.00	53.10
5	76,700	2,950.00	49.17	78,234	3,009.00	50.15	79,799	3,069.19	51.15
6	73,787	2,837.96	47.30	75,263	2,894.73	48.25	76,768	2,952.62	49.21
7	70,868	2,725.69	45.43	72,285	2,780.19	46.34	73,731	2,835.81	47.26
8	67,954	2,613.62	43.56	69,313	2,665.88	44.43	70,699	2,719.19	45.32
9	65,036	2,501.38	41.69	66,337	2,551.42	42.52	67,664	2,602.46	43.37
10	62,119	2,389.19	39.82	63,361	2,436.96	40.62	64,628	2,485.69	41.43
11	59,204	2,277.08	37.95	60,388	2,322.62	38.71	61,596	2,369.08	39.48

**APPENDIX A-2**  
**Re: Article 17.2(c)**  
**\*Instructors' Professional Development Stipend**

STEP	Date of Ratification			April 1, 2020			April 1, 2021		
	Annual	Bi-weekly	Hourly	Annual	Bi-weekly	Hourly	Annual	Bi-weekly	Hourly
1	1,902.68	73.18	1.22	1,940.74	74.64	1.24	1,979.56	76.14	1.27
2	1,782.42	68.55	1.14	1,818.06	69.93	1.17	1,854.42	71.32	1.19
3	1,660.28	63.86	1.06	1,693.48	65.13	1.09	1,727.34	66.44	1.11
4	1,592.40	61.25	1.02	1,624.24	62.47	1.04	1,656.72	63.72	1.06
5	1,534.00	59.00	0.98	1,564.68	60.18	1.00	1,595.98	61.38	1.02
6	1,475.74	56.76	0.95	1,505.26	57.89	0.96	1,535.36	59.05	0.98
7	1,417.36	54.51	0.91	1,445.70	55.60	0.93	1,474.62	56.72	0.95
8	1,359.08	52.27	0.87	1,386.26	53.32	0.89	1,413.98	54.38	0.91
9	1,300.72	50.03	0.83	1,326.74	51.03	0.85	1,535.28	52.05	0.87
10	1,242.38	47.78	0.80	1,267.22	48.74	0.81	1,292.56	49.71	0.83
11	1,184.08	45.54	0.76	1,207.76	46.45	0.77	1,231.92	47.38	0.79

*Note: The Stipend shown in the scale above is deemed to be salary for pension and all other purposes.*

**APPENDIX B**  
**Instructional Assistants' Salary Scale**

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

STEP	Date of Ratification			April 1, 2020			April 1, 2021		
	Annual	Bi-weekly	Hourly	Annual	Bi-weekly	Hourly	Annual	Bi-weekly	Hourly
1	76,107	2,927.20	48.79	77,629	2,985.73	49.76	79,182	3,045.46	50.76
2	71,297	2,742.18	45.70	72,723	2,797.04	46.62	74,177	2,852.96	47.55
3	66,411	2,554.28	42.57	67,739	2,605.35	43.42	69,094	2,657.46	44.29
4	63,696	2,449.85	40.83	64,970	2,498.85	41.65	66,269	2,548.81	42.48
5	61,360	2,360.00	39.33	62,587	2,407.19	40.12	63,839	2,455.35	40.92
6	59,030	2,270.37	37.84	60,210	2,315.77	38.60	61,414	2,362.08	39.37
7	56,694	2,180.55	36.34	57,828	2,224.15	37.07	58,985	2,268.65	37.81
8	54,363	2,090.89	34.85	55,450	2,132.69	35.54	56,559	2,175.35	36.26
9	52,029	2,001.11	33.35	53,069	2,041.12	34.02	54,130	2,081.92	34.70
10	49,695	1,911.35	31.86	50,689	1,949.58	32.49	51,703	1,988.58	33.14
11	47,363	1,821.66	30.36	48,310	1,858.08	30.97	49,276	1,895.23	31.59



## APPENDIX B-2

RE: Article 17.2(c)

**\*Instructional Assistants' Professional Development Stipend**

STEP	Date of Ratification			April 1, 2020			April 1, 2021		
	Annual	Bi-weekly	Hourly	Annual	Bi-weekly	Hourly	Annual	Bi-weekly	Hourly
1	1,522.14	58.54	0.98	1,552.58	59.71	1.00	1,583.64	60.91	1.02
2	1,425.94	54.84	0.91	1,454.46	55.94	0.93	1,483.54	57.06	0.95
3	1,328.22	51.09	0.85	1,354.78	52.11	0.87	1,381.88	53.15	0.89
4	1,273.92	49.00	0.82	1,299.40	49.98	0.83	1,325.38	50.98	0.85
5	1,227.20	47.20	0.79	1,251.74	48.14	0.80	1,276.78	49.11	0.82
6	1,180.59	45.41	0.76	1,204.20	46.32	0.77	1,228.28	47.24	0.79
7	1,133.89	43.61	0.73	1,156.56	44.48	0.74	1,179.70	45.37	0.76
8	1,087.26	41.82	0.70	1,109.00	42.65	0.71	1,131.18	43.51	0.73
9	1,040.58	40.02	0.67	1,061.38	40.82	0.68	1,082.60	41.64	0.69
10	993.90	38.23	0.64	1,013.78	38.99	0.65	1,034.06	39.77	0.66
11	947.26	36.43	0.61	966.20	37.16	0.62	985.52	37.90	0.63

*Note: The Stipend shown in the scale above is deemed to be salary for pension and all other purposes.*

**APPENDIX C  
School Chair / Department Head / Coordinator Stipends**

**Note: Stipends will be adjusted as per Common Agreement**

STEP	Date of Ratification			April 1, 2020			April 1, 2021		
	Annual	Bi-weekly	Hourly	Annual	Bi-weekly	Hourly	Annual	Bi-weekly	Hourly
Coordinator	2,114.25	81.32	1.36	2,156.54	82.94	1.38	2,199.67	84.60	1.41
School Chair/ Department Head	5,070.57	195.02	3.25	5,171.98	198.92	3.32	5,275.42	202.90	3.38

**APPENDIX D  
Placement Formula**

- A. Minimum Qualification STEP10
  - 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:**

- (i) *If the individual's qualifications and experience are such that the College considers them 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.*
- (ii) *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.*
- (iii) *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

### Applied Business Technology:

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

### Applied Health:

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

### Hospitality and Tourism:

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

### Trades:

Certified journeyman, as recognized by the Province of BC plus relevant experience equalling a total of nine (9) years of education and experience.

### Job Entry/Re-Entry:

Graduate of a relevant post-secondary program plus relevant experience equalling 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, they will be responsible for informing their 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**  
**Service Enhancement Fund**

Terms of Reference:

(a) PURPOSE

The Parties agree to create a Service Enhancement Fund (*"the Fund"*) to encourage and support innovation in instruction that will tangibly improve services to students at Selkirk College.

All BCGEU faculty members are eligible to apply for funding under the Fund.

Further, the Parties agree the Fund will be accessed by individual and/or groups of instructors who have an interest in pursuing innovative methods of instruction to improve the learning outcomes for students.

For the purposes of the Fund, 'innovation' shall mean an instructor initiated project providing *something new or different in the method, delivery or content of instruction intended to improve the student experience, learning outcomes, accessibility and/or sustainability of programming.*

The Parties agree that the Fund should strengthen the College's focus on students by providing increasingly relevant, accessible and inspiring learning environments that combine teaching excellence, high quality courses and programs.

(b) FUNDS

The Fund will consist of funds as follows:

Year 1: \$18,750

Year 2: \$37,950

\* Year 3: \$57,600

\* *The Fund is expected to accrue annual contributions at this level thereafter.*

The fund will be administered on an ongoing basis, and it is the intent of the parties to fully utilize the available funds.

Funds not allocated within a calendar year will be carried over for one year only. The intent of the parties is to carry over the funds from year 1 (\$18 750) to year 2 for the purpose of focusing the Committee in establishing the administration of the Fund and raising awareness within the BCGEU faculty.

(c) FUND EXPENSES:

The following are generally considered acceptable uses of the Fund resources:

- Release time for the development of new curriculum, methods of instruction, time to collaborate with experts, etc.
- Travel Expenses required for research and development of topics related to an application
- Access to technological expenses to complete learning objects, such as pod casts and other media
- Development Assistance eg. access to software and hardware expertise, honoraria or professional services in support of instructors application or proposal
- Purchase of technology (hardware, software) required for implementation
- Materials and Supplies directly related to the initiative and not otherwise customarily provided to the employee in the performance of their duties.

It is understood that any materials, technology, hardware, or software acquired or created as part of an approved Fund initiative will remain the exclusive property of the College.

The examples provided above are for illustrative purposes only and do not constitute an exhaustive or exclusive list. Additional expenses may be approved by the Committee where the applicant demonstrates that such expenses are reasonable and necessary for the fulfillment of the application.

(d) THE COMMITTEE & PROCESS

The Innovation Fund Committee (the “Committee”) will be comprised of 3 member representatives chosen by the BCGEU Bargaining Committee, and 3 representatives appointed by the College.

The Committee will meet at set intervals, as determined by the Committee. Additional meetings may be scheduled by the Vice President Education in order to consider applications of a time sensitive or exceptional nature.

The Committee will recommend which proposals are to be funded and to what level based on the individual merits of each application and the Criteria outlined below. Such recommendations shall require majority support of the Committee.

Individual applications will normally be funded to a maximum of \$10,000. However, where in the view of the Committee, funds in excess of this amount are warranted, the Committee may recommend exceeding this maximum.

Applications are to include the completed *Service Enhancement Fund Application Form* and any related supporting documentation required by the Committee to thoroughly assess the merits of the application.

In providing support for an application, the Committee will consider its impact on the delivery of services to students.

The Committee will have a designated administrator.

(e) CRITERIA & PRIORITIES:

The Committee will recommend applications for Fund monies based on the following criteria:

- Benefits to Students – the degree to which the proposed initiative supports teaching excellence
- Community Need – the degree to which the proposed initiative overcomes existing obstacles to enhance accessibility, build rural capacity and better meet community needs
- Anticipated Outcomes – the degree to which the proposed initiative is learner focused and positively impacts the student experience, including successful career outcomes

For illustrative purposes, examples of the possible Fund initiatives are presented below:

- Development of online theory, with face-to-face lab, practicum or shop components to improve accessibility and flexibility for students;
- Projects using technology to address limitations to access in remote and rural communities.
- Projects that design and deliver new work integrated learning activities.
- Projects that address accessibility issues by increasing access to online learning, education technology and service delivery
- Training in the use of educational technology in the classroom to enhance instruction and learning in response to changing learner needs
- Development of podcasts for instruction to improve and reinforce student understanding

- Development projects that facilitate innovation in the classroom, and industry participation.
- Support for design of work integrated learning experiences, engaging with industry for on site student learning.

The Vice President of Education will make the final decision on all applications recommended by the committee. Prior to rejection of any application, the Vice President will refer the application back to the committee to address concerns of the Vice President.

**LETTER OF UNDERSTANDING 2**  
**Re: Information Gathering**

In order to prepare for the Working Committee on Contact Time and Instructional Hours outlined in the Common Agreement (dated November 1, 2018), the Parties agree to gather, share and discuss the following information in advance of the Committee's work:

- How are students' hours of instruction scheduled and structured?
- How many contact hours are required for a student to successfully complete the program?
- If applicable, identify what the regulatory requirements are for a student to graduate in a program area.
- What adjustments might need to be incorporated if these regulatory requirements change?
- How contact time/instructional hours are scheduled for instructors in each of the impacted programs i.e., how many contact hours/instructional hours are assigned?
- Identify any current problems that exist with respect to the assignment of contact time/instructional hours.
- What are the best practices in the scheduling and assignment of contact time/instructional hours?
- What practices will result in the best educational outcomes for students?
- What are the different modes of delivering instruction to students, and how are contact time/instructional hours affected?

This information is to be presented and discussed as part of existing Joint Labour Management meetings. This does not preclude the Parties from raising other, related issues of concern.



**LETTER OF UNDERSTANDING 3**  
**Re: Annual Union/College Leadership Forum**

In order to continue to build a positive and productive relationship between the union and management leadership, the parties agree to meet annually to encourage the free flow of information between the elected BCGEU Bargaining Committee and College leadership.

For the purpose of this letter, college leadership refers to senior administrators, deans or directors, and departmental chairs. Union leadership refers to the union's elected bargaining committee, and the BCGEU Staff Representative.

The guiding principles agreed to by the parties are:

1. The intent of the Forum is to exchange information. Discussions should therefore deal with items such as collective agreement reviews, departmental updates, review of best practices, and enhancing Union/College relations. It is not a forum for decision-making or circumventing the grievance process.
2. It is recognized that this meeting does not in any way interfere with either the union's rights under the collective agreement, or management's authority and obligation to manage.
3. Both parties shall accept the responsibility for making this meeting effective. For this reason, the meeting agenda will be agreed to a minimum of two weeks in advance of the meeting in order to give the parties an opportunity to prepare for meaningful discussion on the agenda items.
4. To ensure appropriate attendance, the parties agree the Forum will be scheduled a minimum of three (3) months in advance.
5. The first meeting will be co-chaired by the BCGEU Staff Representative and the Director of Human Resources. Future meetings will be co-chaired by one designate from each of the parties.
6. Fostering a positive working relationship between the union and management is a priority. For this reason, the first meeting will be held no later than 8 weeks from the date of ratification.
7. It is the intention of the College that the VP of Education, the HR Director, members of the college executive, and departmental chairs will attend the Forum.
8. This Forum does not replace other standing operational committees and communication vehicles available to the parties such as the Joint Labour Management and the Joint Occupational Health and Safety Committee.

The intent of the parties is that there shall be two Forums held in the first year after ratification of this Agreement, and then annually thereafter unless the parties agree there is benefit in meeting more frequently.