

MEMORANDUM OF SETTLEMENT

Between

Vancouver Community College (the "Employer")

and

Canadian Union of Public Employees, Local 4627 (the "Union")

(together called the "Parties")

By the signatures of the undersigned bargaining committee representatives, the Employer and Union agree to recommend this Memorandum of Settlement, with the appended signed tentative agreements, to their respective principals, the Vancouver Community College Board and the CUPE 4627 membership. The appended signed tentative agreements are the only amendments to the October 1, 2010 to September 30, 2014 Collective Agreement (hereinafter called the "Current Collective Agreement").

- 1. Provisions of the Current Collective Agreement remain in effect**
All provisions of the Current Collective Agreement shall remain in effect except as specifically amended or altered by the signed tentative agreements appended to this Memorandum of Settlement.
- 2. Amendments and alterations agreed to in negotiation meetings**
All items agreed to by the Parties bargaining committees, set out below and appended, shall amend and alter the Current Collective Agreement and together with all remaining provisions of the Current Collective Agreement, will constitute the "Renewal Collective Agreement":

<u>Article</u>	<u>Subject Matter</u>	<u>Date of Tentative Agreement</u>
Preamble	<i>Term Date Start</i>	October 1, 2015
Article 1	<i>Term of Collective Agreement</i>	April 29, 2016
Article 2.3	<i>Probationary Employees</i>	February 18, 2016
Article 3.1.1	<i>Job Postings</i>	October 1, 2015
Article 3.4.1	<i>Trial Period</i>	February 18, 2016
Article 6.6.3	<i>Meeting Space Annacis Island</i>	January 21, 2016
Article 6.7.1	<i>Union Information</i>	April 29, 2016
Article 7.2.2	<i>Job Description / Rating Sheets</i>	October 28, 2015
Article 7.8.9	<i>Personnel File</i>	April 29, 2016
Article 7.12.1	<i>Supervision</i>	March 1, 2016
Article 12.19	<i>Scheduling of Work for Casual Library Support Staff</i>	October 1, 2015
Article 14.2.4	<i>General Holidays</i>	April 29, 2016
Article 14.3.3	<i>Christmas Break</i>	April 29, 2016
Article 14.5.3	<i>HSKPG- Medical/Dental Appointments</i>	October 1, 2015



Article	Subject Matter	Date of Tentative Agreement
Article 14.7	Gratuity Plan / NEW 14.8 Service Credit Plan	April 29, 2016
Article 14.11.2	Deductible increase July 1, 2016	April 29, 2016
Article 14.11.3 a)	Optical Care to \$500 October 1, 2016	April 29, 2016
Article 14.11.3 d)	Hearing Aid to \$1000 October 1, 2016	April 29, 2016
Article 14.12.1 b)	Dental Plan Plan B changes	April 29, 2016
Article 14.14.2	Group Life Insurance Increase Jan. 1, 2017	April 29, 2016
Benefits	Eye Exam increase August 1, 2017	April 29, 2016
Benefits	Chiropractic increase October 1, 2018	April 29, 2016
Benefits	AD&D Improvements Jan 1, 2017	April 29, 2016
Article 15.0	Retirement	April 29, 2016
Article 18.0	Layoff, Severance Pay and Recall	April 29, 2016
Article 18.210	HSKPG- Notice of layoff	October 1, 2015
Article 22.6.1	Copy of Agreement	October 17, 2015
Schedule A 1.1	General Wage Increase	April 29, 2016

3. Schedule B Letters of Understanding

Shall be as follows:

Renew- Incorporate into Renewal Collective Agreement as is, no language changes, renumbering as required.

Delete- Deleted and not forming part of the Renewal Collective Agreement, renumbering as required.

Amended- Incorporated into the Renewal Collective Agreement as and where amended and agreed to.

NEW- Additional Schedule B Letters to incorporate into the Renewal Collective Agreement, numbering as required.

LOU B1	Job Sharing Renew	April 29, 2016
LOU B2	Use of Agency Employees Renew	April 29, 2016
LOU B3	Students and Bargaining Unit Work Renew	April 29, 2016
LOU B4	Parenting Leave Renew	April 29, 2016
LOU B5	Employee and Family Assistance Plan Amended	
	Moved to Article 14.6.1	Jan 28, 2016
LOU B65	Pay Equity Renew	April 29, 2016
LOU B76	Housekeeping Changes Amended	April 29, 2016
LOU B87	VCC Faculty Hiring Area Hiring Recommendation Committee Renew	April 29, 2016
LOU B98	Effective Dates Amended	April 29, 2016
LOU B409	Position Evaluation Renew	April 29, 2016
LOU B44	Working at Home Delete	October 1, 2015
LOU B4210	Phone Calls at Home Amended	April 29, 2016

#3 Schedule B Letters of Understanding *continued*

- LOU B1311-----*Work Experience Placements for Practicum Students with
the Information Technology Program Renew*-----April 29, 2016
- LOU B1412-----*Classifications Titles and Pay Rates Schedule A4 Amended* -----
-----April 29, 2016
- LOU B1513-----*Part-Time Personal Leaves of Absence Renew* -----April 29, 2016
- LOU B1614-----*Joint Review Process of Employees Health and Welfare Benefits
(Articles 14.4, 14.10, 14.11, 14.12 and 14.14) Renew* -----
-----April 29, 2016
- LOU B1715-----*Joint VCC/CUPE Goal Sharing Plan(s) Renew* -----April 29, 2016
- LOU B1816-----*Pay Notification Statements Amended*-----October 17, 2015
- LOU B19-----*Labour Market Adjustment Delete*-----April 29, 2016
- LOU B20-----*Fiscal Dividend Delete* -----October 1, 2015
- LOU B2117-----*Teleworking (Working Remotely) Renew*-----April 29, 2016
- NEW LOU B18----*Deferred Savings Article 14.9*-----April 29, 2016
- NEW LOU B19----*Economic Stability Dividend*-----April 29, 2016
- *LOU BillesbergerRenew-----April 29, 2016
- *LOU Interpreting moves to Lead or Acting in Lead Role Renew-----April 29, 2016

* Not to be appended to collective agreement.

4. Term of the Renewal Collective Agreement

The term of the Renewal Collective Agreement shall be sixty (60) months,
from October 1, 2014, up to September 30, 2019 both dates inclusive.

5. Ratification of Renewal Collective Agreement

The Parties agree to recommend this signed Memorandum of Settlement
to their respective principals, and schedule the necessary ratification
meetings without undue delay and ensure their principals vote on this
Memorandum of Settlement. This Memorandum of Settlement is also
subject to the ratification of the Post-Secondary Employers' Association
("PSEA") Board of Directors. Immediately upon completion of the ratification

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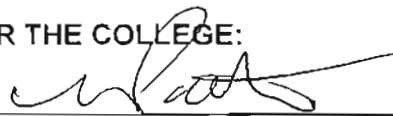
votes, the Parties will notify each other by phone, to be followed by written notification.


6. Effective Dates

Unless otherwise specified by the Parties, the effective date for all changes will be the later date of ratification of this Memorandum of Settlement by the Employer's principals or the Union membership and Letter of Understanding B-9 Effective Dates will amended appropriately.


Agreed to this 29 day of April, 2016


FOR THE COLLEGE:



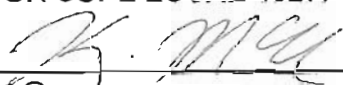


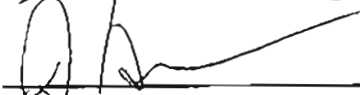
Kim Daughton






FOR CUPE LOCAL 4627:

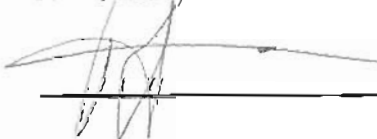




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Article 6.7 Union Information

Amend Article 6.7.1

6.7.1

- a) ~~(i)~~ The College will provide the names of new employees to a designated Shop Steward at each campus biweekly.

- b) ~~(ii)~~ The College will provide information regarding employee data and information in electronic format on a quarterly basis. The information will include name, employee class (permanent, temporary, term, casual, and student workers), job title, campus, department, position number, leave status, bi-weekly hours, and current pay grade.

- c) ~~(iii)~~ When available and upon request, the College will provide home address, phone number, and personal email addresses.

- d) ~~(iv)~~ The following reports, or equivalent, shall be provided to the union electronically and in text form on a biweekly basis: XHRSENR and XHRSTUD.

Article 7.8 – Personnel Files

Amend Article 7.8, as follows:

7.8.9 The College will remove all adverse material from a personnel file ~~48~~ 24 months after it has been placed in the file, provided there have been no related incidents or repeated pattern of behaviour which resulted in a reprimand or disciplinary action.

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Article 14 – Employee Benefits

14.11 Extended Health Benefits Plan

- 14.11.1 The College will contribute 100% of the premium for Extended Health Benefit coverage according to the terms of the contract with the insuring company for those temporary and casual employees who have elected benefit coverage and permanent employees who elect to participate.
- 14.11.2 Benefits are payable at the rate of 95% of in-province eligible expenses in excess of the deductible and 100% of emergency out of province eligible expenses in excess of the deductible. The deductible is \$25.00 per year.
Effective July 1, 2016, the deductible will be \$50 per year.
- 14.11.3 The Extended Health Benefit Plan will include, among other benefits:
- a) Optical care insurance to a maximum of \$300.00 payable every 2 years, according to the terms of the contract with the insuring company; **Effective October 1, 2016, it will be a maximum of \$500 payable every 2 years.**
 - b) Coverage for orthotics to a maximum of \$200.00 payable each year;
 - c) Registered clinical psychologist coverage to a maximum of \$600.00 payable each year;
 - d) Hearing aid coverage to a lifetime maximum payable of \$600.00 every 5 years; **Effective October 1, 2016, it will be \$1000 every 5 years.**
 - e) Total lifetime coverage will be unlimited;
 - f) Medical Travel Referral benefit will be improved by increasing the per diem benefit for service and supplies not covered by the Medical Services Plan of B.C. to \$125 per day for up to 50 days;
 - g) Health and welfare benefits coverage will cease on the day that an employee's employment terminates.

14.12 Dental Plan

- 14.12.1 The College will provide a dental plan for all temporary and casual employees who have elected benefit coverage and all permanent employees according to the terms of the contract with the insuring company on the following general basis:
- h) Basic Dental Services (Plan A), paying for 100% of the approved schedule of fees. Cleaning of the teeth (prophylaxis and scaling) will be every 6 months except dependent children (up to age 19) and those with gum disease and other dental problems as approved by the plan;
 - i) Prosthetics, Crowns and Bridges (Plan B), paying for 50% of the approved schedule of fees. **Effective October 1, 2017, Prosthetics, Crowns and Bridges (Plan B) will be paid at 60% of the approved schedule of fees.**



Effective August 1, 2019, Prosthetics, Crowns and Bridges (Plan B) will be paid at 75% of the approved schedule of fees.

- j) Orthodontics (Plan C) paying for 60% of the approved schedule of fees up to a lifetime maximum of \$6000 for each person insured.

14.12.2 The College will contribute 100% of the monthly premium.

14.12.3 Subject to the terms of the contract with the insuring company, eligible employees who do not participate in this dental plan because they have other dental coverage (e.g. spouse's plan), will upon written application be entitled to participate in this dental plan when their other coverage ceases.

14.13 Employment Insurance

14.13.1 Employees will be covered for Employment Insurance according to the Employment Insurance Act and associated regulations.

14.13.2 The employees' share of the Employment Insurance premium rebate will be used to subsidize the premium costs of Short-Term Disability, Article 14.16.

14.14 Group Life Insurance

14.14.1 All temporary and casual employees who have elected benefit coverage and permanent employees will participate in the Group Life Insurance Plan.

14.14.2 Employees will receive insurance coverage according to the terms of the contract with the insuring company on the following general basis: 3 X annual salary. **Effective January 1, 2017, up to age 65 employees will receive 3 X annual earnings; from the ages of 66 and 69 inclusive, it will be 1.5 X annual earnings; and age 70 plus, it will be \$10,000.**

14.14.3 All coverage amounts are calculated to the next higher \$1,000.

14.14.4 The College will contribute 100% of the monthly premium.

14.14.5 Employees who retire at age 55 or over and who receive a pension under the provisions of the Municipal Pension Plan will receive group insurance coverage in an amount equal to the lesser of \$10,000 or the coverage in effect immediately preceding



retirement. This coverage will continue for a period of 5 years from the date of retirement with the College paying the premium cost.

14.15 Voluntary Life Insurance Coverage

14.15.1 Employees who are participating in the Group Life Insurance plan may apply for additional group life insurance coverage for themselves and/or their spouses.

14.15.2 Insurance is available in increments of \$10,000 to a maximum of \$250,000, according to the terms of the contract with the insuring company.

14.15.3 Employees will pay the necessary premiums by payroll deductions.

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Regarding health and welfare benefits:

While not included in the agreement,

1. Effective August 1, 2017, eye exam coverage will increase to a maximum of \$100 every 2 years
2. Effective October 1, 2018, chiropractic coverage will increase to a maximum of \$600 per year
3. Effective January 1, 2017, Accidental Death and Dismemberment (AD&D) shall be reduced to 50% when an employee reaches age 66 and shall end when an employee reaches the age of 70.

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Article 15.0 – Retirement

Amend Article 15.1.1 , as follows:

15.0 RETIREMENT

~~15.1~~ Retirement Age

~~15.1.1 The College will require employees to retire by the end of the month in which their 65th birthday occurs.~~

~~15.1.2 Employees may be employed beyond retirement age according to College policy.~~

15.21 Vacation in Year of Retirement

15.21.1 Employees who retire on pension from the College will receive their full Annual Vacation entitlement (Article 14.1) for the year of retirement.

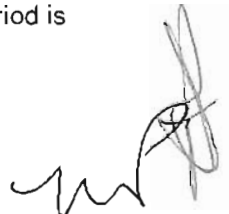
15.32 Early Retirement Incentive

15.32.1 The College may offer employees an early retirement incentive. If so, it will be done on the basis of seniority as described below, provided:

- a) they are age 55 or over;
- b) they have a minimum of 10 years' contributory service under the Municipal Pension Plan;
- c) they are permanent employees at the time of early retirement;
- d) they are on the maximum step of their pay grade on the salary scale.

15.32.2 The College will advise the Union of any offer of an Early Retirement Incentive made to employees, and will advise employees of their right to consult with the Union.

15.32.3 Employees have the right to accept or decline an Early Retirement Incentive offer made by the College within 30 days of the offer being made unless that period is



extended by mutual agreement.

15.32.4 If employees accept an Early Retirement Incentive offer, they will resign for the purpose of retirement. Their retirement dates will be mutually agreed upon between the employees and the College.

15.32.5 Agreement will be in writing and will specify the early retirement date, payment date, specific dollar amount of the incentive and the payment schedule.

15.32.6 The Incentive will be based on regular salary without premiums at the date of retirement in the following amounts:

Full Years to Retirement	Pay Out
1	20% of annual salary
2	40% of annual salary
3	60% of annual salary
4	80% of annual salary
5 or more	100% of annual salary

15.32.7 "Full years to retirement" in Clause ~~15.3.6~~ 15.2.7 means full years from the actual date of early retirement to the normal retirement date as defined in the Pension (Municipal) Act.

15.43 Financial Counselling

15.43.1 Employees may attend a College sponsored pre-retirement planning workshop.

15.43.2 Employees offered an Early Retirement Incentive (Article 15.3) are entitled to receive personal financial counselling conducted by a firm of qualified financial consultants selected by the College. A lifetime total of 3 hours of consultation is available and the fees will be paid by the College. An employee may choose their own financial counsellor, in which case the College will cover the expenses to the total cost of \$400.00.



- 15.43.3 After obtaining the necessary certificate of entitlement from Human Resources, employees may schedule these consultations in the manner that is most beneficial or convenient to them.
- 15.54 Continuation of Benefits
- 15.54.1 Early retiring employees receiving a Municipal Pension may obtain basic medical and extended health benefit coverage through the Superannuation Commission when filing a claim for pension.
- 15.54.2 Appropriate deductions will be made from monthly Pension on a premium shared basis.
- 15.54.3 Retired employees in receipt of a Pension are not allowed to choose to join these plans at a later date.
- 15.54.4 Early retiring employees not immediately receiving a Municipal Pension may elect to continue their basic medical, extended health and dental coverage through the College until they receive a Pension, but not for longer than 5 years following retirement, provided that:
- a) written notice to continue the benefits is provided to Human Resources 6 weeks prior to date of early retirement;
 - b) individuals maintain BC residency requirements; and
 - c) individuals prepay all premium costs on a monthly basis.
- 15.54.5 Employees who receive Extended Health and Dental coverage under Clause 15.5.4 will be under a separate group for retirees at a reduced level and subject to higher premiums according to the terms of the policy.



18.0 LAYOFF, SEVERANCE PAY AND RECALL

Amend Article 18.0 as follows:

18.1 Layoff

- 18.1.1 Layoff includes the elimination of positions and reduction in hours of positions.
- 18.1.2 If the hours of part-time positions are increased or decreased, the incumbent employees will have the option of accepting the increased or decreased hours or of being laid off. If the hours in a full-time position are decreased, the incumbent employees have the option of accepting the decreased hours or of being laid off.
- 18.1.3 If the College decides to layoff employees covered by this Agreement, it will advise the Union.
- 18.1.4 Before any action is taken, the College will promptly consult with the Union to attempt to minimize the impact of layoffs on employees.
- 18.1.5 The College will bring to the attention of the Union any special considerations that may impact the process.
- 18.1.6 The College will not discuss possible layoffs with employees before a final decision has been made and the Union has been consulted.
- 18.1.7 Within the area to be reduced, the College will layoff junior employees in the same classification unless it can show reasonable cause to layoff senior employees.

18.2 Notice of Layoff

- 18.2.1 Notice of layoff will be in writing, with a copy to the Union, and will include reasons why the layoff is necessary.
- 18.2.2 The notice of layoff will advise employees of their right to consult with the Union.
- 18.2.3 When the College presents notice of layoff to employees, the Union will designate an available Shop Steward or other Union Representative to be present.
- 18.2.4 The College will make available complete copies of the most recent seniority and length of service lists to laid off employees at the time it issues notice of layoff.
- 18.2.5 Employees who receive notice of layoff are entitled to reasonable time off with pay to consult with a Union Representative.
- 18.2.6 Employees who receive notice of layoff may elect to bump other employees, take severance pay or go on the recall list, as detailed in Article 18.3 Bumping, Article



18.6 Severance Pay and Article 18.7 Recall, **notwithstanding that the College may appoint as per Clauses 18.3.9 and 18.3.10, and are** subject to the other provisions of Article 18.0.

- 18.2.7 If employees do not receive the notice contained in Article 18.2, they will receive pay in lieu of the notice.
- 18.2.8 Permanent employees with 3 or more years of service will receive 2 months notice of layoff.
- 18.2.9 Permanent employees with less than 3 years of service will receive 1 month notice of layoff.
- 18.2.10 Notice of layoff or temporary employees will not extend beyond the expiry date of the temporary appointment.
- 18.2.11 Temporary employees with 6 months to 3 years of continuous service will receive 2 weeks notice of layoff.
- 18.2.12 Temporary employees with 3 years or more of continuous service will receive an additional week's notice for each additional completed year of service to a maximum of 8 weeks notice.
- 18.2.13 Probationary employees will receive 2 weeks notice of layoff.

18.3 Bumping

- 18.3.1 Permanent employees who receive notice of ~~lay-off~~ **layoff** have the right to bump other permanent employees with less seniority provided they possess the ability to perform the work currently required of the position.
- 18.3.2 If no permanent positions are available, permanent employees have the right to displace probationary or temporary employees in that order, provided they possess the ability to perform the work currently required of the position.
- 18.3.3 Probationary employees who receive notice of layoff have the right to bump other probationary employees with less seniority, provided they possess the ability to perform the work currently required of the position.
- 18.3.4 If no probationary positions are available, probationary employees have the right to bump temporary employees, provided they possess the ability to perform the work currently required of the position.



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- 18.3.5 Temporary employees who receive notice of layoff have the right to bump other temporary employees with less seniority, provided they possess the ability to perform the work currently required of the position.
- 18.3.6 Employees may bump into positions at the same or lower pay grade provided the conditions in Clause 18.3.1 through Clause 18.3.5 are met.
- 18.3.7 Permanent employees who bump into positions in a lower pay grade will have their higher salary protected and will receive increments and general wage increases as they occur.
- 18.3.8 Permanent employees who receive salary protection **in accordance with Clause 18.3.7** will continue to receive the protection when they are appointed to positions at an equal or higher pay grade than the positions into which they **initially** bumped. Salary protection will continue with each promotion until they reach the protected pay grade. **Employees who post into a lower pay grade position than their initial bump or subsequent higher appointment will no longer be eligible for salary protection.**
- 18.3.9 Employees who are in receipt of salary protection in accordance with Clause 18.3.7 may be appointed into vacant positions up to the employees' salary protected pay grade provided they possess the ability or can be trained to perform the work currently required of the position. This appointment will be limited to vacant positions in the areas of employment to which the employee originally bumped from and/or to the areas of employment the employee bumped into. An employee may decline the appointment and if they decline, the employee will no longer be eligible for salary protection. Prior to the assignment of an employee under this provision, the College will consult with the Union.**
- 18.3.10 The College may assign partial duties from a higher paid position for a half a day or more up to the employee's salary protected pay grade provided they possess the ability or can be trained to perform the work currently required of the higher position's duties. An employee may decline additional duties and if they decline, the employee will no longer be eligible for salary protection as per Clause 18.3.7.**
- 18.3.11 Employees who are appointed to new positions as per Clauses 18.3.9 and 18.3.10 will receive job orientation, including, where deemed appropriate by the College, training. Determination of the method of training and its cost shall be the responsibility of the College.**
- 18.3.9.12 Employees who were receiving premiums and who bump will not have their premiums protected unless they are required in the new positions.



- 18.3.4013 Employees who bump into part-time positions will have the salary protection in Clause 18.3.7 but their salaries will be prorated based on the hours of the new positions.
- 18.3.4114 Permanent employees who bump probationary or temporary employees will continue, in all respects, to be permanent employees.
- 18.3.4215 Probationary employees who bump probationary or temporary employees will continue, in all respects, to be probationary employees until the satisfactory completion of the normal probationary period calculated from their original start date, when they will become permanent employees (see Article 2.3 Probationary Employees).
- 18.3.4316 If employees elect to bump, they will identify the positions and notify the College as soon as possible but not later than the ~~mid-point~~ mid-point of their notice period.
- 18.3.4417 During their notice period, employees may retroactively apply for a posted vacancy which had closed prior to the date they received notice of layoff provided the position had not been filled.
- 18.3.4518 During their notice period, employees who apply for posted vacancies at the same or lower pay grades will be given the positions if they are the senior applicant and possess the ability to perform the work currently required of the position. If employees are appointed, they will have the salary protection contained in Clause 18.3.7 and Clause 18.3.8.
- 18.3.4619 The College will keep all bumping discussions confidential until a final decision has been made.
- 18.3.4720 Employees who have been bumped will receive notice of layoff and are entitled to all the rights contained in Article 18.0.

18.4 Trial / Familiarization Period

- 18.4.1 Employees who have bumped in accordance to Articles 18.3.1 through 18.3.5 into other positions will do so initially for a trial / familiarization period of 3 working months.
- 18.4.2 The 3 month period may be varied in specific instances by mutual agreement of the Union and the College.
- 18.4.3 During the trial / familiarization period, the employee's performance will be appraised and, if the period is not satisfactorily completed, or if the employee requests, Clause 18.2.6 Notice of Layoff will once again apply.



18.4.4 If Clause 18.4.3 has been applied twice, the College and the Union will meet with the employee to examine the employee's choices in accordance with Clause 18.2.6 Notice of Layoff. The College and Union must reach agreement on the selection of all subsequent positions into which the employee may bump. This Clause applies to an employee's first layoff or displacement in any one sequence. A new sequence occurs where the employee is displaced as a result of another employee exercising their bumping rights or where the position held by the employee is eliminated.

18.4.5 Article 18.4 will also apply to employees appointed to other positions as provided for in Clause 18.3.44~~17~~ and Clause 18.3.45~~18~~.

18.5 Recreated Positions

18.5.1 If an abolished position is recreated or if a position becomes available as a result of Article 18.4 Trial/Familiarization, it will be posted.

18.5.2 Permanent employees who have been laid off or bumped from the same classification and who apply for the position will be appointed to the vacant position on the basis of seniority and provided they possess the ability to perform the work currently required of the position.

18.5.3 If the vacant position is not filled in this manner, the normal selection appointment process will be followed.

18.6 Severance Pay

18.6.1 Laid off permanent employees may elect severance pay of:

(a) Less than 2 years' continuous service as a permanent employee – 1 month's pay;

(b) 2 years' or more but less than 4 years' continuous service as a permanent employee – 2 months' pay;

(c) 4 years' or more but less than 6 years' continuous service as a permanent employee – 3 months' pay;

(d) 6 years' or more but less than 8 years' continuous service as a permanent employee – 4 months' pay;

(e) 8 years' or more but less than 10 years' continuous service as a permanent employee – 5 months' pay;

(f) 10 years' or more but less than 20 years' continuous service as a permanent employee – 6 months' pay;

(g) 20 years' or more but less than 25 years' continuous service as a permanent

employee – 7 months' pay.

(h) 25 years' or more continuous service as a permanent employee – 8 months' pay.

(i) For the purposes of this clause, "months' pay" means the pay being received by the employees based on the pay grade of their permanent full or part time position at the time of layoff. The "month's pay" will also be calculated on the basis of the increment level at the time of layoff or the increment level earned after layoff.

18.6.2 Employees may elect to receive severance pay at any time during or at the end of the recall period contained in Article 18.7 Recall.

18.6.3 If employees elect severance pay, they cease to be employees of the College and are no longer covered by this Agreement.

18.6.4 Severance pay is in addition to required notice or pay in lieu of notice as required in Article 18.2 Notice of Layoff.

18.6.5 A month's pay is one twelfth of the affected employee's gross annual salary.

Formula: Gross annual salary divided by 12

18.7 Recall

18.7.1 Permanent and probationary employees who are laid off may elect to go on a recall list for 24 consecutive months from their dates of layoff.

18.7.2 Except as provided in Article 18.5, Recreated Positions, if work or a vacancy becomes available, permanent employees on the recall list will be recalled in the order of their seniority, provided they have the ability to perform the work made available to them.

18.7.3 If all permanent employees have had the opportunity of recall, probationary employees on the recall list will be recalled in the order of their seniority, provided they have the ability to perform the work made available to them.

18.7.4 The College will give notice of recall by registered mail to employees, who must report to work within 7 working days of receipt of the notice or lose any future rights to recall, unless, on reasonable grounds, they are unable to report for work at that time or the position available is at a lower Pay Grade than that held at the time of layoff.

18.7.5 Employees who are recalled to lower paying positions will maintain their step placement.



- 18.7.6 The College will offer recall to temporary positions to employees on the recall list as provided for in Clause 18.7.2, Clause 18.7.3, Clause 18.7.4 and Clause 18.7.5.
- 18.7.7 If employees accept recall to temporary positions, the length of the temporary assignment will extend their recall period.
- 18.7.8 If employees do not accept recall to temporary positions, it will have no effect on future recall rights.
- 18.7.9 The College will recall employees to higher paying positions only if the positions are posted and the employees are the senior applicants and possess the ability to perform the work made available to them.
- 18.7.10 Employees on the recall list may continue their benefits as provided in Clause 14.19.5 Continuation of Insurance Benefits.

A handwritten signature in black ink, consisting of a cursive 'C' followed by a stylized, overlapping scribble.

Schedule B Letters of Understanding

The following LOU's which are not to be appended in the Collective Agreement:

- *LOU re Billesberger*
- *LOU re Interpreting moves to Lead or acting in Lead role*

A handwritten signature or set of initials in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of several loops and a vertical stroke.

Schedule A

A-1 Wage Increases

A-1.1 General Wage Increase

Replace existing language with the following

Upon ratification of the the MOA, all wage scales for classifications or positions in the collective agreements shall be increased by the following percentages effective on the dates indicated:

- (a) Effective October 1, 2015, all wage scales in the collective agreements which were in effective on September 30, 2015 shall be increased by one percent (1%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (b) Effective August 01, 2016, all wage scales in the collective agreement which were in effect on July 31, 2016 shall be increased by the Economic Stability Dividend*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (c) Effective October 01, 2016, all wage scales in the collective agreement which were in effect on September 30, 2016 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (d) Effective August 01, 2017, all wage scales in the collective agreement which were in effect on July 31, 2017 shall be increased by one percent (1%) plus the Economic Stability Dividend*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (e) Effective October 01, 2017, all wage scales in the collective agreement which were in effect on September 30, 2017 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (f) Effective August 01, 2018, all wage scales in the collective agreement which were in effect on July 31, 2018 shall be increased by one percent (1%) plus the Economic Stability Dividend*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.



- (g) Effective October 01, 2018, all wage scales in the collective agreement which were in effect on September 30, 2018 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

- (h) Effective August 01, 2019, all wage scales in the collective agreement which were in effect on July 31, 2019 shall be increased by one percent (1%) plus the Economic Stability Dividend*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.

These wage increases shall apply to ^{all} ~~all current~~ employees who ^{were} ~~are~~ members of the bargaining unit ^{as of Oct 1/15.}

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



Memorandum of Understanding on the Economic Stability Dividend (NEW)

RE: ECONOMIC STABILITY DIVIDEND

Definitions

1. In this Letter of Agreement:

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

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

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

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

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

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

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



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

The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.
3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.
4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

Annual Calculation and publication of the Economic Stability Dividend

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.
6. The timing in each calendar year will be as follows:
 - (i) February Budget – Forecast GDP for the upcoming calendar year;
 - (ii) November of the following calendar year – Real GDP published for the previous calendar year;
 - (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
 - (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend.

7. For greater clarity and as an example only:



For collective agreement year 3 (2016/17):

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

Availability of the Economic Stability Dividend

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

Allowable Method of Payment of the Economic Stability Dividend

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



CUPE local 4627 and Vancouver Community College Collective Bargaining for Renewal of 2010-2014 Collective Agreement

Article 14.7 – Gratuity Plan

The current Gratuity Plan banks will cease to accumulate as of December 31, 2016. The accumulated gratuity banks as of December 31, 2016 will be recorded. Future deduction from these banks shall be done in accordance with Articles 14.7.10 and 14.7.11. Articles 14.7.10 and 14.7.11 shall only have application to the gratuity banks recorded as of December 31, 2016.

14.7.10 Employees will be paid for accumulated Gratuity credits as follows:

- a) upon retirement on or after reaching the minimum retirement age; or
- b) upon retirement with a permanent disability; or
- c) upon termination of employment; or
- d) upon receipt of benefits under the Long-Term Disability Plan; or
- e) upon request after the completion of 1 year of service, effective October 1, 1995; or
- f) in the event of the death of employees, after the completion of 1 or more years of service, to their designated beneficiary or estate.

14.7.11 Employees may use their accumulated Gratuity credits as paid leave, subject to the following:

- a) The minimum leave is 1 hour and the maximum 140 hours, pro-rated for employees who regularly work a 40-hour week.
- b) Leaves are subject to the approval of the Supervisor and will be taken during a period that will not affect the efficient operation of the department.
- c) Without limiting the right to apply for leave as provided above, up to 70 hours Gratuity Leave may be taken in connection with the beginning of Maternity, Parental or Adoption Leave provided the Gratuity leave is requested when applying for the leave.

Note: Effective October 1, 2019, the above will form a letter of understanding between the parties to address the current gratuity banks described above, and Article 14.7 Gratuity Plan will be deleted and renumbered accordingly.

Effective January 1, 2017, the gratuity provision (current Article 14.7) shall cease for the purposes of gratuity accumulation (Articles 14.7.1 through to 14.7.9) and Article 14.8 – Service Credit Plan shall take effect. The new Article 14.8 – Service Credit Plan (remainder of articles renumbered) shall be the following:

14.8 Service Credit Plan

14.8.1 Temporary and casual employees who have elected benefit coverage and permanent employees are eligible to participate in the Service Credit Plan described in Article 14.7.8.



14.8.2 Service credits are earned at a rate of 2 days (14 hours) per calendar year based on a full year of service.

14.8.3 Employees who regularly work a 40-hour work week will earn 16 hours per calendar year based on a full year of service.

14.8.4 Service credits will be prorated for part time employees.

14.8.5 An employee may request to utilize the Service Credit as paid leave. The scheduling of the leave must be approved by the supervisor no later than November 30 each calendar year it is earned.

14.8.6 If an employee leaves voluntarily before the end of the calendar year and has taken the full amount before it is earned, then the employee will be responsible for repaying the pro-rated amount.

14.8.7 If the Service Credit is not utilized within the current year earned as paid leave, the College will automatically pay out the earned leave by deposit to the employee's deferred savings plan. Article 12.2 – Nine Day Fortnight

Consequential changes to deleting Gratuity Plan and adding Credit Service Plan as of December 31, 2016:

Article 2.5 – Temporary Employees

Amend Article 2.5, as follows:

2.5.6 Temporary employees will receive 10% in lieu of the following benefits:

- Article 14.4 Sick Leave,
- Article 14.6 7 Gratuity Plan up to December 31, 2016.
- As of January 1, 2017, Article 14.8 Service Credit Plan,
- Article 14.7 9 Municipal Pension Plan,
- Article 14.8 10 Deferred Savings,
- Article 14.9 11 Medical Services Plan,
- Article 14.40-12 Extended Health Benefits Plan,
- Article 14.41 13 Dental Plan,
- Article 14.43 15 Group Life Insurance,
- Article 14.44 16 Voluntary Life Insurance,
- Article 14.45 17 Short-Term and Long-Term Disability

Article 2.6 – Casual Employees

Amend Article 2.6, as follows:

2.6.8 Casual employees will receive 10% in lieu of the following benefits:

- Article 14.4 Sick Leave,
- Article 14.6 7 Gratuity Plan up to December 31, 2016.



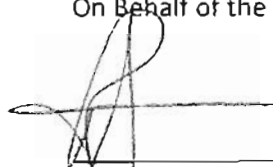
- As of January 1, 2017, Article 14.8 Service Credit Plan,
- Article 14.79 Municipal Pension Plan,
- Article 14.810 Deferred Savings,
- Article 14.911 Medical Services Plan,
- Article 14.1012 Extended Health Benefits Plan,
- Article 14.1113 Dental Plan,
- Article 14.1315 Group Life Insurance,
- Article 14.1416 Voluntary Life Insurance,
- Article 14.1517 Short-Term and Long-Term Disability

On Behalf of the College:



Neil Patton
Chief Spokesperson

On Behalf of the Union:



Ross Idler
Chief Spokesperson

Date: April 29, 16



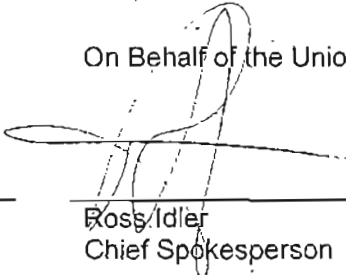
**CUPE Local 4627 and Vancouver Community College
Collective Bargaining for Renewal of 2010-2014 Collective Agreement**

1.0 TERM OF AGREEMENT

- 1.1 This Agreement is for a term of ~~five~~ four years from October 1, 2010~~14~~ to September 30, 2014~~19~~, both dates inclusive.
- 1.2 If no agreement is reached when this Agreement ends, it will continue until a strike or lockout begins, or until a new or renewed Agreement is reached.
- 1.3 Sections 50(2) and (3) of the Labour Relations Code will not apply to this Agreement.

On Behalf of the College:

On Behalf of the Union:



Neil Patton
Chief Spokesperson

Ross Idler
Chief Spokesperson

Date: April 29 16



CUPE Local 4627 and Vancouver Community College
Collective Bargaining for Renewal of 2010-2014 Collective Agreement

14.3.3 Christmas Break

14.3.3 For the term of this Agreement, the Christmas Break from the date of ratification will be observed on the following dates:

- ~~Wednesday, December 22, 2010 to Monday, January 3, 2011, inclusive;~~
- ~~Friday, December 23, 2011 to Monday, January 2, 2012, inclusive;~~
- ~~Monday, December 24, 2012 to Tuesday, January 1, 2013, inclusive;~~
- ~~Tuesday, December 24, 2013 to Wednesday, January 1, 2014, inclusive.~~

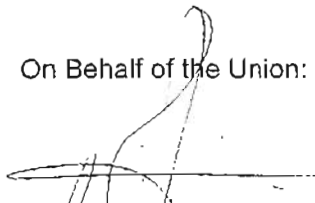
- Wednesday, December 24, 2014 to Thursday, January 1, 2015, inclusive;
- Wednesday, December 23, 2015 to Friday, January 1, 2016, inclusive;
- Friday, December 23, 2016 to Monday, January 2, 2017, inclusive;
- Friday, December 22, 2017 to Monday, January 1, 2018 inclusive;
- Monday, December 24, 2018 to Tuesday, January 1, 2019, inclusive.

On Behalf of the College:



Neil Patton
Chief Spokesperson

On Behalf of the Union:



Ross Idler
Chief Spokesperson

DATE:

April 29/16



CUPE Local 4627 and Vancouver Community College
Collective Bargaining for Renewal of 2010-2014 Collective Agreement

B-9-8 Effective Dates

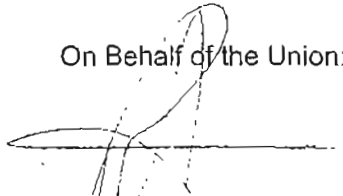
The effective date for all changes to the Agreement will be the date of ratification,
(INSERT NEW DATE) (~~March 18, 2013~~) unless specified otherwise.

On Behalf of the College:



Neil Patton
Chief Spokesperson

On Behalf of the Union:



Ross Idler
Chief Spokesperson

Date:

April 29 / 16



CUPE Local 4627 and Vancouver Community College
Collective Bargaining for Renewal of 2010-2014 Collective Agreement

B-7 6 Housekeeping Changes

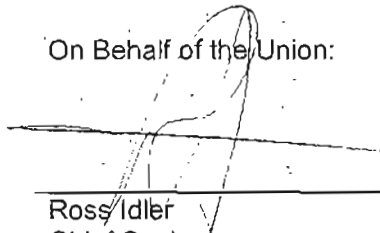
The housekeeping changes and editing of the Agreement into plain English agreed to during the 1998 negotiations do not in any way change the intent, interpretation or application of the ~~2010/14~~ **2014-2019** Agreement except where the Parties have changed the Agreement as indicated in bold type. Any articles inadvertently omitted by this process will be included and form part of the new Agreement.

On Behalf of the College:



Neil Patton
Chief Spokesperson

On Behalf of the Union:



Ross Idler
Chief Spokesperson

Date:

April 29, 16



CUPE Local 4627 and Vancouver Community College
Collective Bargaining for Renewal of 2010-2014 Collective Agreement

B-42 10 Employees who Receive Work Related Phone Calls at Home

This Letter of Understanding applies to employees in positions which are expected to receive work related phone calls outside of their normal working hours.

- a) Employees who are expected to receive work related phone calls outside of their normal working hours will not unreasonably refuse to accept such calls.
- b) The positions authorized and expected to receive phone calls outside working hours are:
 - ~~Assessment Centre Supervisor~~
 - **Advising Services Supervisor**
 - ~~Bookstore Manager~~
 - Building Services Manager
 - Cashier Supervisor
 - Circulation Services Supervisor
 - ~~Client Services Supervisor~~
 - ~~Duplicating Supervisor~~
 - ~~Educational Technology Services Supervisor~~
 - **Facilities Manager**
 - **Interpreting Services Department Supervisor**
 - ~~Financial Aid Supervisor~~
 - ~~Purchasing Manager~~
 - ~~Senior Audio Visual Technician Production~~
 - ~~Senior Audio Visual Technician Technical~~
 - ~~Student Services Assistant-c (Counselling)~~
 - Such additional positions as are authorized by Human Resources.
- c) When employees accept business calls outside their normal working hours they will receive a stipend of \$10.00 per call to **be paid on the following pay cheque, up** to a maximum of \$1,200.00 per year.
- d) This Letter of Understanding applies to calls received from the College and its authorized agents.

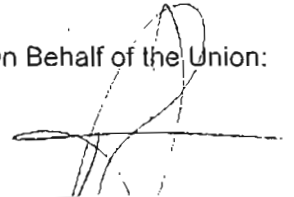
NOTE: The Parties agree that it is not unreasonable for an employee to refuse to accept calls if and when they reach the compensation limit in any one calendar year. This note will not be included in the collective agreement.

On Behalf of the College:



Neil Patton
Chief Spokesperson

On Behalf of the Union:



Ross Iqbal
Chief Spokesperson

Date: April 29 16



**CUPE Local 4627 and Vancouver Community College
Collective Bargaining for Renewal of 2010-2014 Collective Agreement**

B-14 12 Classification Titles and Pay Rates – Schedule A4 A-2.4.4

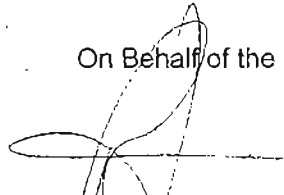
A sub-committee consisting of one representative from each party will meet within 30 days of the signing of the Collective Agreement to reach an agreement on revised classification titles to be included in the Collective Agreement as Schedule ~~A4~~ A-2.4.4 – Allocation of ~~Categories~~ Classifications to Paygrades as at ~~January 2005~~ the date of the signing of the collective agreement.

On Behalf of the College:



Neil Patton
Chief Spokesperson

On Behalf of the Union:



Ross Idler
Chief Spokesperson

Date:

April 29 16



CUPE Local 4627 and Vancouver Community College
Collective Bargaining for Renewal of 2010-2014 Collective Agreement

NEW: Letter of Understanding B18

RE: Deferred Savings Article 14.9

The goal of the following is for employee's to have the ability to direct some percentage portion of the 3.5% combined savings plan monies into a Tax Free Savings Account registered to them.

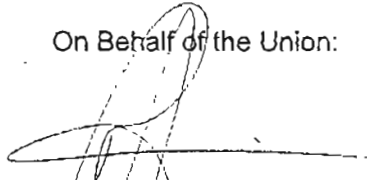
1. The Parties will meet no later than October 15, 2016, with the Financial Institution to discuss the feasibility for a process that will allow for employees to direct a percentage of their Deferred Savings monies (14.9.1 and 14.9.2) into a TFSA registered account as per 14.9.3.
2. This will be implemented subject to the following:
 - a. The Financial institution's ability to implement; and
 - b. No additional cost to the College.

On Behalf of the College:



Neil Patton
Chief Spokesperson.

On Behalf of the Union:



Ross Idler
Chief Spokesperson

Date:

April 29 16



CUPE Local 4627 and Vancouver Community College
Collective Bargaining for Renewal of 2010-2014 Collective Agreement

B-19 — Labour Market Adjustment

Insofar as it is recognized by both parties to this Agreement that there is need to ensure that the Employer is able to recruit and retain fully qualified support staff in a competitive labour market, and that there is a demonstrated need to adjust the compensation of some job classifications for that purpose, it is herein agreed that:

1. The College will create a Support Staff Labour Market Adjustment Fund ("Fund") in the amount equal to 0.1% of the annual support staff compensation of the bargaining unit for each year of the Agreement in which there is a wage increase.
2. The annual credit to the Fund will occur effective October 1st for 2006 through 2009.
3. Upon the request of either party during the term of this Agreement, the College and CUPE Local 4627 will meet to consider Support Staff Labour Market Adjustments that pertain to particular support staff positions and that will be set out in a Letter of Understanding that is subject to ratification by their respective accredited bargaining agents.
4. The Support Staff Labour Market Adjustment Plan agreed to by the parties will be subject to the following conditions:
 - The compensation for specific support staff positions will be adjusted by payment of a labour market adjustment stipend provided that there is a demonstrated recruitment and/or retention problem that can be objectively determined with reference to specific criteria as set by the Public Sector Employer's Council.
 - The form, level and duration of compensation adjustment for those job classifications will be specified in the Letter of Understanding for the Labour Market Adjustment(s).
5. This Letter of Agreement will expire upon the expiry of this Agreement unless the Letter is expressly continued by the parties' bargaining settlement for renewal of this Agreement.

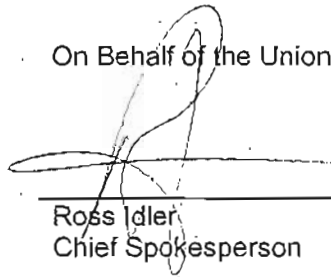
Renumbering as required

On Behalf of the College:



Neil Patton
Chief Spokesperson

On Behalf of the Union:



Ross Idler
Chief Spokesperson

Date:

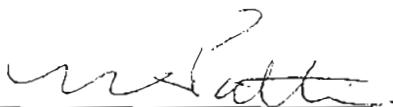
April 29, 16

**CUPE Local 4627 and Vancouver Community College
Collective Bargaining for Renewal of 2010-2014 Collective Agreement**

The following Schedule B Letters of Understanding are to be renewed with no language changes. Renumbering as required by Schedule B deletions and amendments:

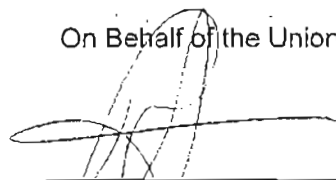
- LOU B1 -----*Job Sharing Renew*
- LOU B2 -----*Use of Agency Employees Renew*
- LOU B3 -----*Students and Bargaining Unit Work Renew*
- LOU B4 -----*Parenting Leave Renew*
- LOU B6~~5~~-----*Pay Equity Renew*
- LOU B8~~7~~-----*VCC Faculty Hiring Area Hiring Recommendation Committee Renew*
- LOU B40~~9~~-----*Position Evaluation Renew*
- LOU B43~~11~~ -----*Work Experience Placements for Practicum Students with
the Information Technology Program Renew*
- LOU B45~~13~~ -----*Part-Time Personal Leaves of Absence Renew*
- LOU B46~~14~~ -----*Joint Review Process of Employees Health and Welfare
Benefits (Articles 14.4, 14.10, 14.11, 14.12 and 14.14) Renew*
- LOU B47~~15~~ -----*Joint VCC/CUPE Goal Sharing Plan(s) Renew*
- LOU B24~~17~~ -----*Teleworking (Working Remotely) Renew*

On Behalf of the College:



Neil Patton
Chief Spokesperson

On Behalf of the Union:



Ross Idler
Chief Spokesperson

Date:

April 29, 16



Vancouver Community College and CUPE Local 4627
Collective Bargaining for Renewal of 2010-2014 Collective Agreement

7.12.1 Supervision

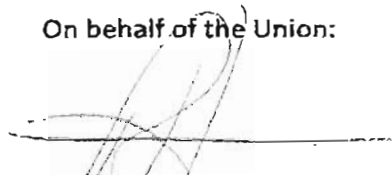
7.12.1 Employees who have concerns about supervisory practices will notify the appropriate Human Resources Representative in writing. The College and the Union ~~who~~ will work ~~with both sides in order~~ to resolve the issue. Human Resources Representatives have the authority to administer the Collective Agreement and will take the necessary steps to address any alleged violations while the Union retains its ability to grieve such violations.

On behalf of the College:



Neil Patton
Chief Spokesperson

On behalf of the Union:



Ross Idler
Chief Spokesperson

Date: MARCH 1, 2014



Vancouver Community College and CUPE Local 4627
Collective Bargaining for Renewal of 2010-2014 Collective Agreement

2.3 Probationary Employees

2.3.1 New permanent employees are considered in a probationary capacity until the satisfactory completion of 6 working months service. In extenuating circumstances, the College may extend the probationary period by up to 3 ~~three~~ working months, with the agreement of the Union. Extensions will not be unreasonably denied by the Union.

On behalf of the College:



Neil Patton
Chief Spokesperson

On behalf of the Union:



Ross Idler
Chief Spokesperson

Date:

Feb 18/2010

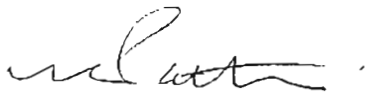


Vancouver Community College and CUPE Local 4627
Collective Bargaining for Renewal of 2010-2014 Collective Agreement

3.4 Trial Period

3.4.1 On promotion or transfer to another position, permanent employees will serve a 3 working month trial period in the new positions before the appointments are confirmed. In extenuating circumstances, the College may extend the trial period by up to a maximum of 3 working months with the agreement of the Union. Extensions will not be unreasonably denied by the Union.

On behalf of the College:



Neil Patton
Chief Spokesperson

On behalf of the Union:



Ross Adler
Chief Spokesperson

Date: Feb 19 / 2016



CUPE Local 4627 and Vancouver Community College
Collective Bargaining for Renewal of 2010-2014 Collective Agreement

18.2.10 Notice of layoff for temporary employees will not extend beyond the expiry date of the temporary appointment.

On Behalf of the College:



Neil Patton
Chief Spokesperson

On Behalf of the Union:



Jo Hansen
Chief Spokesperson

Date: DECEMBER 1 2015



CUPE Local 4627 and Vancouver Community College
Collective Bargaining for Renewal of 2010-2014 Collective Agreement

Support

- 12.19 Scheduling of Work for Casual Library Circulation Staff**
- 12.19.1 Scheduling of available casual Library Circulation **Support** work must take into consideration the needs of the department, the commitment of the College and the desires of the employees.
- 12.19.2 Scheduled blocks of work and unscheduled work will be assigned to qualified casual employees on the basis of longest service with the College provided:
- a) Employees are qualified to perform the work;
 - b) Employees are available and can be contacted in advance of the commencement of the work;
 - c) The scheduling of the work will not result in departmental overtime being incurred.
- 12.19.3 Employees must keep the College informed about limitations on their availability. A casual Library Circulation **Support** employee who has been unavailable for work for a period of 3 months will be dropped from the casual call list.
- 12.19.4 Article 12.19 is not intended to replace Article 3.0 Filling Vacancies, or Article 13.4 Acting in Senior Capacity.

On Behalf of the College:



Neil Patton
Chief Spokesperson

On Behalf of the Union:



Jo Hansen
Chief Spokesperson

Date: OCTOBER 1 2015



CUPE Local 4627 and Vancouver Community College
Collective Bargaining for Renewal of 2010-2014 Collective Agreement

Delete B-11 Working at Home. Renumber accordingly

~~B-11 Working at Home~~

~~The parties will meet within 90 days of the ratification of this Agreement to reach an agreement on a Letter of Understanding on Telework/Working from Home.~~

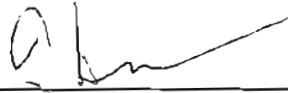
~~It is understood that Telework/Working from Home is a strictly voluntary practice on the part of the employee(s).~~

On Behalf of the College:



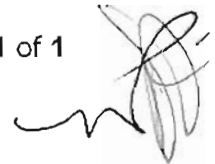
Neil Patton
Chief Spokesperson

On Behalf of the Union:



Jo Hansen
Chief Spokesperson

Date: October 1 2015



**CUPE Local 4627 and Vancouver Community College
Collective Bargaining for Renewal of 2010-2014 Collective Agreement**

14.45.3 Upon submission of proof that an employee's medical or dental appointments cannot be scheduled outside of normal working hours, the maximum of 8 hours in Clause 14.4.23 will not apply to employees who:

- a) are pregnant and their doctors require them to attend medical appointments more often;
- b) have been diagnosed with a serious illness that requires them to attend more often to a medical practitioner for medical appointments, exclusive of treatment, testing, or full-day appointments;
- c) are undergoing dental work which has been approved in advance by a dental insurance company and which requires them to attend dental appointments more often.

On Behalf of the College:



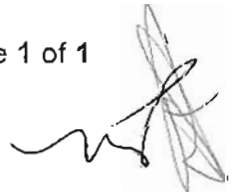
Neil Patton
Chief Spokesperson

On Behalf of the Union:



Jo Hansen
Chief Spokesperson

Date: OCTOBER 1 2015



CUPE Local 4627 and Vancouver Community College
Collective Bargaining for Renewal of 2010-2014 Collective Agreement

3.1 Job Postings

3.1.1 Before filling any temporary vacancy expected to exceed 3 months or any permanent vacancy, the College will post notice of the vacancy electronically ~~and on the bulletin board in Food Services~~ for a minimum of 10 working days.

On Behalf of the College:



Neil Patton
Chief Spokesperson

On Behalf of the Union:



Jo Hansen
Chief Spokesperson

Date: OCTOBER 1 2015

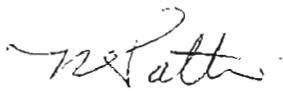


**CUPE Local 4627 and Vancouver Community College
Collective Bargaining for Renewal of 2010-2014 Collective Agreement**

This Agreement, effective October 1, 2010~~4~~, is between
Vancouver Community College ("the College")
and
The Canadian Union of Public Employees, Local 4627-
Vancouver Community College Employees Union
("the Union")

The College is an employer within the meaning of the Labour Relations Code of British Columbia. The Union is the bargaining authority for all employees of the College covered by the Union's certification. The Parties have carried on collective bargaining under the terms of the Code and have reached agreement as follows.

On Behalf of the College:




Neil Patton
Chief Spokesperson

On Behalf of the Union:



Jo Hansen
Chief Spokesperson

Date: October 1 2015



Vancouver Community College and CUPE Local 4627
Collective Bargaining for Renewal of 2010-2014 Collective Agreement

Article 22.6 Copy of Agreement

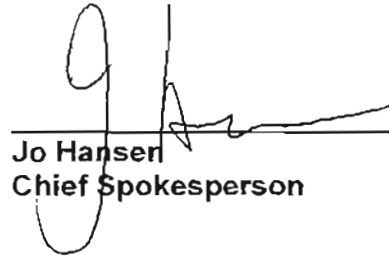
22.6.1 A copy of this agreement will be made available on the College's website provided to for all current and new employees. The parties will equally share the costs of printing of this document by paying for the quantity of the collective agreement that each party requests.

On behalf of the College:



Neil Patton
Chief Spokesperson

On behalf of the Union



Jo Hansen
Chief Spokesperson

Date: Oct. 17/15



**CUPE Local 4627 and Vancouver Community College
Collective Bargaining for Renewal of 2010-2014 Collective Agreement**

ER Housekeeping #16

Schedule B – Letters of Understanding B-18 Pay Notification Statements

~~From the date of ratification of this Agreement to September 30, 2006, the College will make a pay notification statement available to employees upon request by an employee. The College~~
will make pay notification statements available online for all employees. Upon request, employees will receive a printed pay notification statement.

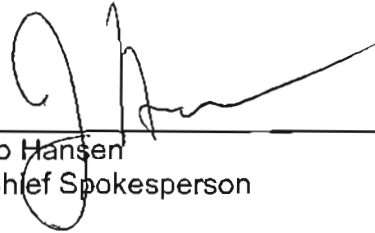
On Behalf of the College:



Neil Patton
Chief Spokesperson

Date: 0CT-27-2015

On Behalf of the Union:



Jo Hansen
Chief Spokesperson

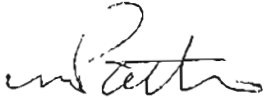


Vancouver Community College and CUPE Local 4627
Collective Bargaining for Renewal of 2010-2014 Collective Agreement

Meeting Space Annacis Island

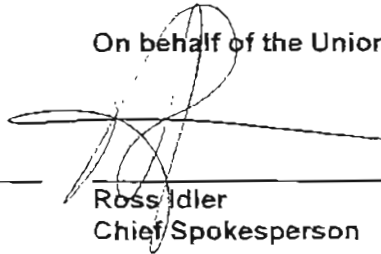
6.6.3 The College will make best efforts to make a meeting room available at Annacis Island provided advance notice is given by the Union.

On behalf of the College:




Neil Patton
Chief Spokesperson

On behalf of the Union:



Ross Jdler
Chief Spokesperson

Date: Jan 21, 2016

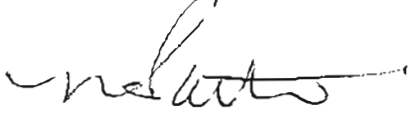


7.2 Job Descriptions and Job Rating Sheets

Amend Article 7.2.2 , as follows:

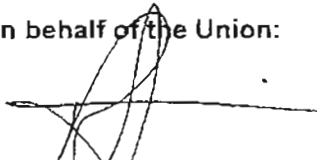
7.2.2 If the Union and the College agree on classification specifications or their equivalent, the College will provide a copy to employees at the time of hiring, promotion or upon request. The College will also make the job descriptions available online ~~place a current set of these in each College library.~~

On behalf of the College:



Neil Patton
Chief Spokesperson

On behalf of the Union:



Jo Hansen Ross TOLER
Chief Spokesperson

Date: Oct. 28. 2015



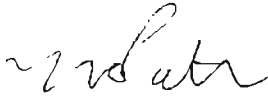
Vancouver Community College and CUPE Local 4627
Collective Bargaining for Renewal of 2010-2014 Collective Agreement

~~Schedule B - Letters of Understanding B-5-14.6 Employee and Family Assistance Plan Program~~

~~B-5 14.6.1 During the 1998 negotiations, the Parties discussed the introduction of an Employee and Family Assistance Plan. It was agreed that this Plan should be made available. The College will provide an Employee and Family Assistance Plan (EFAP) to all employees. The Parties will refer this matter to the Benefits Committee to explore alternatives that may be available to fund the Plan.~~

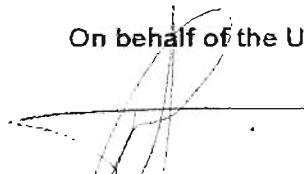
Renumber subsequent Articles.

On behalf of the College:



Neil Patton
Chief Spokesperson

On behalf of the Union:



Ross Idler
Chief Spokesperson

Date: Jan 28 2016



**CUPE Local 4627 and Vancouver Community College
Collective Bargaining for Renewal of 2010-2014 Collective Agreement**

14.2.4 For the term of this agreement, the General Holidays from the date of Ratification will be observed on the following dates:

Statutory Holiday	2014-2015	2015 - 2016	2016-2017	2017-2018	2018-2019
Thanksgiving Day	Monday, October 13, 2014	Monday, October 12, 2015	Monday, October 10, 2016	Monday, October 9, 2017	Monday, October 8, 2018
Remembrance Day	Tuesday, November 11, 2014	Wednesday, November 11, 2015	Friday, November 11, 2016	Monday, November 13, 2017 (in lieu of Nov 11)	Monday, November 12, 2018 (in lieu of Nov 11)
Christmas Day	Thursday, December 25, 2014	Friday, December 25, 2015	Friday, December 23, 2016 (in lieu of December 25)	Monday, December 25, 2017	Tuesday, December 25, 2018
Boxing Day	Friday, December 26 2014	Wednesday, December 23 2015 (in lieu of Saturday Dec 26)	Monday, December 26, 2016	Tuesday, December 26, 2017	Wednesday, December 26, 2018
New Years Day	Thursday, January 1, 2015	Friday, January 1, 2016	Monday, January 2, 2017 (in lieu of Jan 1)	Monday, January 1, 2018	Tuesday, January 1, 2019
Family Day	Monday, February 9, 2015	Monday, February 8, 2016	Monday, February 13, 2017	Monday, February 12, 2018	Monday, February 11, 2019
Good Friday	Friday, April 3, 2015	Friday, March 25, 2016	Friday, April 14, 2017	Friday, March 30, 2018	Friday, April 19, 2019
Easter Monday	Monday, April 6, 2015	Monday, March 28, 2016	Monday, April 17, 2017	Monday, April 2, 2018	Monday, April 22, 2019
Victoria Day	Monday, May 18, 2015	Monday, May 23, 2016	Monday, May 22, 2017	Monday, May 21, 2018	Monday, May 20, 2019
Canada Day	Wednesday, July 1, 2015	Friday, July 1, 2016	Monday, July 3, 2017 (in lieu of July 1)	Monday, July 2, 2018 (in lieu of July 1)	Monday, July 1, 2019
B.C. Day	Monday, August 3, 2015	Monday, August 1, 2016	Monday, August 7, 2017	Monday, August 6, 2018	Monday, August 5, 2019
Labour Day	Monday, September 7, 2015	Monday, September 5, 2016	Monday, September 4, 2017	Monday, September 3, 2018	Monday, September 2, 2019
	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019

CUPE Local 4627 and Vancouver Community College
Collective Bargaining for Renewal of 2010-2014 Collective Agreement

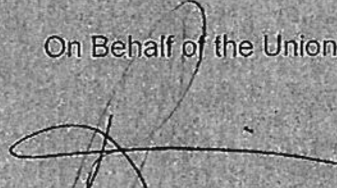
14.2.4 General Holidays *cont.*

On Behalf of the College:



Neil Patton
Chief Spokesperson

On Behalf of the Union:


Ross Idler
Chief Spokesperson

DATE:

April 29, 14

CUPE Local 4627 and Vancouver Community College
Collective Bargaining for Renewal of 2010-2014 Collective Agreement

Delete B-20 Fiscal Dividend. Renumber accordingly

~~B-20 Fiscal Dividend~~

~~THE PARTIES AGREE AS FOLLOWS:~~

~~Having agreed that the term of the Collective Agreement is to be from October 1, 2004 to September 30, 2010, a Fiscal Dividend Bonus may be paid from a one time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC Government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.~~

- ~~1. If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as reasonably practical.~~
- ~~2. The quantum of the Fund accessible for the parties to this Agreement will be based on the Province's audited financial statement as at March 31, 2010.~~
- ~~3. The Fund will be determined as follows:
 - ~~i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.~~
 - ~~ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.~~
 - ~~iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.~~
 - ~~iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.~~~~
- ~~4. The Fiscal Dividend Bonus will be paid to each member of the bargaining unit who is employed by the College on March 31, 2010.~~

**CUPE Local 4627 and Vancouver Community College
Collective Bargaining for Renewal of 2010-2014 Collective Agreement**

5. ~~The Fiscal Dividend Bonus will be a one-time payment, paid to each full-time equivalent employee and paid to each part-time employee on a pro-rated basis. For the purpose of the determination of the amount of the Fiscal Dividend Bonus payment, a full-time equivalent employee is a regular or non-regular employee who worked on a full-time basis for the period of April 1, 2009 to March 31, 2010. The Fiscal Dividend Bonus payment for an employee who worked less than full-time work over this period will be pro-rated for the fraction of full-time work over this period that the employee worked. Time spent by employees on paid leaves, listed as follows, shall be considered as time worked for the purpose of calculating the amount of an employee's incentive payment:~~

- ~~• Sick leave, including leave for family illness~~
- ~~• Bereavement leave~~
- ~~• Jury duty and court appearance~~
- ~~• Workers' Compensation claim~~
- ~~• Vacation~~
- ~~• Maternity or parental leave(s)~~
- ~~• Short-term disability~~
- ~~• Long-term disability that commenced between April 1, 2009 to March 31, 2010.~~

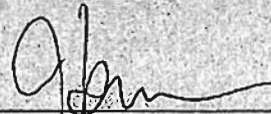
6. ~~The Fiscal Dividend Bonus, once received from the Government, will be paid to employees as soon after March 31, 2010 as is practical for the College to determine and pay the Bonus payment amount to employees.~~

On Behalf of the College:



Neil Patton
Chief Spokesperson

On Behalf of the Union:



Jø Hansen
Chief Spokesperson

Date: OCTOBER 1 2015