

OFFER OF SETTLEMENT

between

**Vancouver Community College
(hereinafter called "the Employer")**

and

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

Dated: August 18, 2020

Time: electronically provided at approximately 8:00 am (PST)

Introduction

The following package of items is to be considered an Offer for Settlement ("the Offer") submitted by the Employer to the Union for the renewal of the 2014-2019 Collective Agreement.

The Offer is presented in a package format. Any issue not included in the Offer from the original list of proposals submitted by either the Union or the Employer is deemed to be withdrawn. Where the Offer is not accepted as a whole, the Offer is withdrawn completely. Any issues left out of the Offer return to active bargaining status if this Offer is rejected. Any issues previously tentatively agreed to will retain that same status if this Offer is rejected.

The Offer is advanced on a without prejudice basis to conclude the renewal of a Collective Agreement.

Should this Offer be accepted as presented the date of ratification will be the date the parties, including the PSEA Board of Directors conclude the ratification of their 2019-2022 Collective Agreement.

This Offer is valid until **August 18, 2020 at 9:00 am. (PST)**

Memorandum of Settlement
between
VANCOUVER COMMUNITY COLLEGE
(referred to as "the Employer")
and
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4627 ("CUPE")
(referred to as "the Union")

"Errors and omissions Excepted"

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF CUPE LOCAL 4627 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE CUPE Local 4627 MEMBERSHIP;

AND

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

THAT THEIR COLLECTIVE AGREEMENT COMMENCING OCTOBER 1, 2019, AND EXPIRING SEPTEMBER 30, 2022 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2014-2019 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreements shall be for 36 months from October 1, 2019 to September 30, 2022 both dates inclusive.

3. Effective Dates

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

4. SCHEDULE "A"

The Employer and the Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Settlement as Schedule "A".

5. SCHEDULE "B"

The Employer and the Union also agreed to the amendments to the new Collective Agreement attached to this Memorandum of Settlement as Schedule "B".

6. SCHEDULE "C"

The Employer and the Union also agreed to the amendments to the new Collective Agreement attached to this Memorandum of Settlement as Schedule "C".

7. Ratification

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

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


Signed this 18 day of August, 2020.

BARGAINING REPRESENTATIVES
FOR THE EMPLOYER:















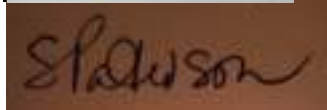
BARGAINING REPRESENTATIVES
FOR THE UNION:















SCHEDULE A

1. TERM OF AGREEMENT

- 1.1 This Agreement is for a term of ~~five~~ **three** years from October 1, ~~2014-2019~~ to September 30, ~~2019~~ **2022**, both dates inclusive.

2. GENERAL WAGE INCREASES

Schedule A in the Collective Agreement will be updated as follows:

- Effective October 1, 2019 all wage scales in the Collective Agreement which were in effect on September 30, 2019 shall be increased by two percent (2%)*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- Effective October 1, 2020, all wage scales in the Collective Agreement which were in effect September 30, 2020 shall be increased by two percent (2%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- Effective October 1, 2021, all wage scales in the Collective Agreement which were in effect September 30, 2021 shall be increased by two percent (2%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

*These wage increases shall apply to all current employees who are members of the bargaining unit on the date of ratification. Notwithstanding the foregoing, any former employees who worked for Vancouver Community College and were part of the bargaining unit between October 1, 2019 and the date of ratification must apply to Vancouver Community College within eight (8) weeks of ratification in order to be eligible and receive the increased amount as retroactive pay. It is understood that any retroactive payments will be processed when practicable, given the current public health issue.

3. ARTICLE 2.0 DEFINITIONS AND COVERAGE FOR BENEFITS

2.1 Definitions

- 2.1.7 "Human Resources Representative" means an **excluded member of the Human Resources Department as assigned by the Vice President, People and Culture** ~~executive director, director or advisor.~~

- 2.1.11 "Union" means the Canadian Union of Public Employees', Local 4627 Vancouver Community College Employees Union.

Note: The Parties agree that the definitions will be put in alphabetical order on redrafting the agreement.

2.2 Permanent Employees

2.2.2 Permanent part-time **positions** appointments may be made with the prior approval of the Union. Approval will not be unreasonably denied.

2.2.5 An achievement review ~~will~~**may** be conducted annually with permanent and temporary employees. An achievement review is intended to be a positive event, the purpose of which is to stimulate discussion between the employee and supervisor about the responsibilities and accomplishments of the year in review. It is used with the following understanding:

No other changes to 2.2.

2.5 Temporary Employees

2.5.6 Temporary employees will receive ~~40%~~ **11.5%*** in lieu of the following benefits:

- Article 14.4 Sick Leave,
- ~~Article 14.8 Gratuity Plan up to December 31, 2016,~~
- ~~Article 14.9 Service Credit Plan as of January 1, 2017,~~
- Article 14.10 Municipal Pension Plan,
- Article 14.11 Deferred Savings,
- ~~Article 14.12 Medical Services Plan,~~
- Article 14.13 Extended Health Benefits Plan,
- Article 14.14 Dental Plan,
- Article 14.15 Employment Insurance,
- Article 14.16 Group Life Insurance,
- Article 14.17 Voluntary Life Insurance,
- Article 14.18 Short-Term and Long-Term Disability.

2.5.7 Temporary employees who have completed 850 hours of service may elect in writing to receive the benefits listed in Clause 2.5.6 instead of the ~~40~~ **11.5%***. Temporary employees who choose not to elect benefits at 850 hours of service will be eligible to elect for benefits again when they are appointed to a permanent position.

***Effective October 1, 2020**

2.6.8 Casual employees will receive ~~40%~~ **11.5%*** in lieu of the following benefits:

- Article 14.4 Sick Leave,
- ~~Article 14.8 Gratuity Plan up to December 31, 2016,~~

- Article 14.9 Service Credit Plan, ~~as of January 1, 2017,~~
- Article 14.10 Municipal Pension Plan,
- Article 14.11 Deferred Savings,
- ~~Article 14.12 Medical Services Plan,~~
- Article 14.13 Extended Health Benefits Plan,
- Article 14.14 Dental Plan,
- Article 14.15 Employment Insurance,
- Article 14.16 Group Life Insurance,
- Article 14.17 Voluntary Life Insurance,
- Article 14.18 Short-Term and Long-Term Disability,
- Article 16.2 Paid Bereavement Leave.

2.6.9 Casual employees who have completed 850 hours of service may elect in writing to receive the benefits listed in Clause 2.6.8 instead of the ~~40%~~ **11.5%***, subject to Article 2.8 Benefits for Part-time Employees. Casual employees who choose not to elect benefits at 850 hours of service will be eligible to elect for benefits again when they are appointed to a permanent position.

***Effective October 1, 2020. Renumbering of 2.6.**

2.7 Student Aides and Peer Helpers

2.7.2 They will be entitled to:

- ~~40%~~ **11.5%*** in lieu of benefits,

2.7.3 They will not be entitled to:

- hiring preference under Article 3.2 Filling Vacancies, **and**
- internal status.

***Effective October 1, 2020.**

2.8 Benefits For Part-Time Employees

2.8.1 Benefits for part-time employees will be administered as follows:

- a) ~~Once~~ an average of 14 hours of work per week for 1 month has been achieved, the employee will receive benefits for the following calendar quarter;
- b) ~~If~~ during that calendar quarter an average of 14 hours per week is achieved, the benefits will continue for the next calendar quarter;
- c) ~~If~~ at the conclusion of any calendar quarter an average of 14 hours per week is not achieved, then benefits will be cancelled and the employee will receive ~~40%~~ **11.5%*** in lieu.

***Effective October 1, 2020.**

2.8.2 Casual employees who have qualified for employee benefits and average less than 14 hours per week will receive 10% **11.5%*** instead of the benefits listed in Clause 2.6.8.

***Effective October 1, 2020.**

4. ARTICLE 3.0 VACANCIES

3.1 Job Postings

3.1.13 Once a position has been posted, **should the College determine the need to cancel the posting**, ~~the College will not cancel the posting unless it can demonstrate that circumstances arose after the posting occurred which made the cancellation necessary.~~ **The College will notify the Union in writing of the circumstances. If the Union does not agree with the College's decision, it may initiate a grievance commencing at Step 3 of the grievance procedure.**

No other changes.

5. ARTICLE 7.0 EMPLOYEE RIGHTS

7.8 Personnel Files

7.8.5 Access to a personnel file is limited to the employees, the College President and the excluded staff in the Human Resources ~~d~~**Department or their excluded Administration or Human Resources** designates.

No other changes.

6. ARTICLE 9.0 JOINT CONSULTATION AND ADJUSTMENT PLAN

9.1 Joint Consultation

No changes to language prior to the following:

9.1.4 The Union will be represented on this Committee by four members **of CUPE local 4627** and a Union Staff Representative. The College will be represented by no more than ~~four~~**five** Representatives **from the Human Resources Department. Other guests may be invited by the Parties from time to time as needed for the presentation of matters.**

No other changes.

7. ARTICLE 10.0 GRIEVANCE PROCEDURE

10.1 General

No changes to language prior to the following:

- 10.1.4 The Grievance Form referred to in Article 10.0 Grievance Procedure and attached as Schedule C-2 will be mutually agreed by the Parties and may be changed only with mutual agreement. The ~~College~~**Union** will provide Shop Stewards with copies of the **Grievance** Form.
- 10.1.5 If a grievance is advanced to Article 10.5 Step 4 - Investigator, Article 10.6 Step 5 - Binding Arbitration, ~~Article 10.7 Arbitration Panel~~ or Article 10.8 Alternate Dispute Resolution Methods, neither Party may rely on any errors or omissions in the Grievance Form or any correspondence about the grievance.

Remainder is unchanged.

10.2 Step 1

No changes to language prior to the following:

- 10.2.3 A ~~verbal~~ or written response will be provided to the employees and Shop Steward within 5 working days of the meeting.

10.3 Step 2

- 10.3.4 The grievor(s) with the Shop Steward will meet with the Supervisor and appropriate Administrator or delegate to discuss and attempt to resolve the grievance within ~~5~~ **10** working days of the receipt of the grievance.

Remainder is unchanged.

10.4 Step 3

- 10.4.1 If the grievance is not settled at Step 2, it may be referred by the grieving Party within ~~7~~ **10** working days of the Step 2 response, to the Union Representative and a Human Resources Representative. **The referral shall be in writing and shall contain the reason(s) why the Union is advancing to Step 3.**
- 10.4.4 In the case of grievances filed by the College, the Union will provide a response as outlined in ~~Clause 10.3.3~~ **10.4.3.**

Remainder is unchanged.

10.5 Step 4 – Investigator

- 10.5.1 If the grievance is not settled at Step 3, it may be referred to Step 4 within 10 working days of the Step 3 response.
- 10.5.2 ~~David McPhillips or a substitute~~ **An investigator** agreed to by the Parties will:
- a) investigate the difference;
 - b) define the issue in the difference; and

- c) make written recommendations to resolve the difference within 20 working days of the receipt of the request; and, for those 20 working days' time does not run in the Grievance Procedure

No changes to language prior to the following:

- 10.5.3 While the Investigator process is designed to provide non-binding recommendation(s), the Parties may agree prior to a hearing that they will accept the recommendation(s) as binding.

No changes to language prior to the following:

- 10.5.13 The recommendation(s) of the Investigator will not be admissible at arbitration.
- 10.5.14 Any written recommendation(s) of the Investigator must be in accordance with the terms of the Agreement.
- 10.5.15 The terms of reference contained in Clauses 10.5.7 through Clause 10.5.15 may be amended by mutual agreement.
- 10.5.16 The Parties will notify each other if they accept or reject the recommendation(s) within 10 working days of ~~receiving it~~ receipt.

10.6 Step 5 – Binding Arbitration

- 10.6.1 Should the grievance not be advanced to Step 4 or should either Party decline to accept the recommendation(s) of the investigator, the matter may be referred to a Single Arbitrator within 25 working days of:

- a) ~~the~~ Step 3 response; or
- b) ~~the~~ refusal of one Party to use Step 4; or
- c) ~~A~~ notice that the Step 4 recommendation(s) was not accepted.

- 10.6.2 Where a Party has given notice of its desire to submit a grievance to arbitration, the Parties shall ~~agree on~~ **attempt to choose a mutually agreeable** a single Arbitrator **from, but not limited to, the following list of Arbitrators:** ~~Failing agreement by the Parties, the Director of the Collective Agreement Arbitration Bureau, at the request of either Party, shall make the necessary appointment pursuant to the Labour Relations Code.~~

~~The Parties will attempt choose an Arbitrator from, but not limited to, the following list of Arbitrators:~~

~~Nicholas Glass, Chris Sullivan, John Hall.~~

Julie Nichols, Arne Peltz

Remainder unchanged.

~~10.7~~ Arbitration Panel

- ~~10.7.1 — Either Party may bypass Article 10.6 Step 5 — Arbitration and refer a dispute to an Arbitration Board within 25 working days of:~~
- ~~a) the Step 3 response; or~~
 - ~~b) the refusal of one Party to use Step 4; or~~
 - ~~c) notice that the Step 4 recommendation was not accepted.~~
- ~~10.7.2 — The Arbitration Board will consist of 3 members. One member will be appointed by the Union and one member by the College. The third member will be the Chair and will be appointed by the other 2 members. If the 2 members cannot agree on the Chair within 7 working days, either Party may apply to the Director of the Collective Agreement Arbitration Bureau to make the appointment. —~~
- ~~10.7.3 — The decision of the Arbitrators, or any 2 of them, will be final and binding and will be sent to both Parties as soon as possible following the hearing.~~
- ~~10.7.4 — Each Party will pay its own expenses and costs of the arbitration and of its appointee to the Arbitration Board, and one half of the expenses and costs of the Chair.~~

Note: Renumber other clauses in this section as required.

8. ARTICLE 11 POSITION EVALUATION

11.5 Step 2

- ~~11.5.2 If the Parties are not able to agree on the rating or the status of a request under Clause 11.2.5, the matter will be referred to non-binding investigation by Karen Clark a mutually agreed investigator.~~
- 11.5.6 If agreement is not reached, either Party may refer the matter to an Arbitrator as set out in Step 3 below within 15 working days of the investigator's final meeting with the Parties.**

~~11.6 — Step 3~~

- ~~11.6.1 — If agreement cannot be reached, a formal hearing will be held by the Investigator according to the terms of Article 10.5 Step 4 — Investigator and Articles 11.4, 11.5 and 11.6.~~
- ~~11.6.2 — The Parties will provide all relevant information and documentation to the Investigator before the hearing.~~
- ~~11.6.3 — The Parties will not use legal counsel in an investigation.~~
- ~~11.6.4 — Participation in the investigation hearing is limited to one Union Representative, one College Representative, the employee, the Supervisor (if necessary or appropriate) and other Union and College observers or advisors.~~

~~11.6.5 If the Parties accept the recommendations of the Investigator, the applicable factors for the position will be adjusted and the appeal will be resolved.~~

11.76 Step 4 3

~~11.76.1 If either Party rejects the recommendation of the Investigator, the matter will be referred to Karen Clark as Arbitrator for a final and binding decision.~~ **If agreement is not reached at Step 2 and either party has referred the matter to Step 3, the parties will appoint a mutually agreed to arbitrator who will make a final and binding decision.**

~~11.76.6 Either Party may, after 10 decisions of the Arbitrator, require the substitution of another Arbitrator.~~

11.76.6 Except as noted in at 11.5.6 the Union will be responsible for advancing the matter to each following step of the procedure and will do so by notifying the College in writing within the time limits described.

Renumbering.

9. ARTICLE 12 WORKING CONDITIONS

12.7 Meal Period and Allowance

12.7.2 The College will pay employees for a one half hour meal period at the prevailing overtime rates and will provide a meal or reimburse employees for reasonable meal expenses incurred up to a maximum of ~~\$8.00~~ **\$13.07*** in the following circumstances:

- a) when the overtime is worked immediately before or immediately following the employees' shifts on a regular day of work and is 2 hours or longer, excluding any meal period;
- b) when employees work 4 hours overtime at any other time, unless they have been notified on the previous working day of the need to work overtime.

The meal expense maximum in clause 12.7.2 shall increase as follows:

- ***Effective October 1, 2020**
- **Effective July 1, 2021 to \$13.33**
- **Effective July 1, 2022 to \$13.59**

12.8 Minimum Daily Pay and Callout

While not to be included in the collective agreement and without prejudice to the College's position, the College agrees to withdraw the notice of estoppel issued on December 11, 2019 on Article 12.8 Minimum Daily Pay and Callout. The College's existing practice will continue subject to further notice.

12.12 Use of Vehicles

12.12.1 Employees who use their own vehicles for College business may recover all expenses through a mileage rate as determined by College policy subject to review every April 1st. The minimum mileage rate will be \$0.50 per km. ~~as of May 1, 2006.~~

10. ARTICLE 13.0 WAGES AND PREMIUMS

New LOU under Schedule B: Joint Review Process – Article 13.4

The parties agree to form a joint committee of equal representatives, consisting of two from each, to consider which Articles of the CUPE Local 4627 Collective Agreement apply while members are acting in a position outside of the bargaining unit. Parties shall each bear their own costs of participation. The recommendations of the committee shall be submitted for review to the College and the Union by no later than April 1, 2022. No changes shall be made to the collective agreement without ratification by the parties' principals. For the College, the principals are the Board of Governors and the PSEA Board of Directors.

13.4.4 Acting in a **senior** capacity is intended to cover periods up to 30 consecutive working days.

13.4.5 If acting in a **senior** capacity is for a period longer than 30 consecutive working days, the position will be posted and will be filled as provided in Article 3.2, Filling Vacancies, and the work will only be available to employees in the area in which it is offered.

13.4.6 Seniority will be applied in determining preference for acting in a senior capacity **within the bargaining unit.**

Remainder unchanged.

13.6 Bank Deposit and Payroll Information

Relocate Clause 22.9.2 Payroll Information and Letter of Understanding B-16 to Article 13.6 as follows:

NEW 13.6.4 The College will provide a breakdown of vacation, overtime, service credits, banked gratuity credits, sick leave, and shift premium payment on each pay notification.

NEW 13.6.5 ~~The College will make~~ Pay notification statements will be made available online for all employees. Upon request, employees will receive a printed pay notification statement.

Delete Clause 22.9 and B-16 from their current locations:

22.9 Payroll Information

~~22.9.1 The College will provide a breakdown of vacation, overtime, gratuity credits, sick leave and shift premium payment on each pay notification.~~

~~B-16 Pay Notification Statements~~

~~The College will make pay notification statements available online for all employees. Upon request. Employees will receive a printed pay notification statement.~~

11. ARTICLE 14.0 EMPLOYEE BENEFITS

14.4 Sick Leave

14.5.2 Except as provided in Clause 14.5.3, any medical or dental appointments in excess of the 8 hours allowed in Clause 14.5.1 will be ~~changed~~ **charged** against accumulated Sick Leave credits or, if the employees choose, against any accumulated time off.

14.12.1 Medical Services Plan

~~14.12.1 The College will contribute 100% of the premium of the basic coverage through the Medical Services Plan of British Columbia for temporary and casual employees who have elected benefit coverage and permanent employees.~~

The Parties recognize that the method of funding MSP has changed from an individually paid premium to a system funded by an employer paid payroll tax. If the government, at any time in the future reverts to an individually paid premium system for basic medical insurance, the Parties agree that the employer will pay 100% of the premium on the same basis as exists in the 2014-2019 Collective Agreement.

14.13 Extended Health Benefits Plan

14.13.2 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.~~

14.13.3 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~~ **Effective October 1, 2020 optical care insurance to a maximum of \$550 payable every 2 years;**
- b) Coverage for orthotics to a maximum of \$200.00 payable each year every 2 years;

- c) Registered clinical psychologist coverage to a maximum of \$600.00 payable each year; **Effective January 1, 2021 Registered Clinical Psychologist/Registered Clinical Counsellor to a combined maximum of \$1,200 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.~~ **Effective October 1, 2020 maximum payable of \$1,500 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.

14.14 Dental Plan

14.14.1 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:

- a) 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;
- b) ~~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.~~ **Effective October 1, 2020 Prosthetics, Crowns and Bridges (Plan B) will be paid at 80% of the approved schedule of fees.**
- c) Orthodontics (Plan C) paying for 60% of the approved schedule of fees up to a lifetime maximum of \$6000 for each person insured.

While not to be included in the collective agreement, the following extended health level changes subject to governance of the insurance provider will be implemented:

The following practitioner maximum services will be implemented:

- **Effective October 1, 2020**
 - **Orthotics to \$500 every two (2) years**
 - **Speech Therapy to \$500 every two (2) years**

- **Effective January 1, 2021:**
 - **Naturopath to \$500 per calendar year**

14.16 Group Life Insurance

- 14.16.2 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.

14.18 Short-Term and Long-Term Disability

- 14.18.4 Short-Term Disability coverage is provided according to the terms of the contract with the insuring company on the following general basis:
- a) Employees will receive 65% of their weekly salaries to a maximum of \$500 per week;
 - b) The maximum length of benefits is 52 weeks;
 - c) Benefits start at the end of paid Sick Leave if the absence exceeds **five (5)** ~~40~~ consecutive working days.

14.22 Continuation of Benefits

- 14.22.1 The College will make premium contributions for medical, extended health and group life insurance for employees who are receiving Short-Term Disability benefits.
- 14.22.5 Laid off employees who are on the recall list may elect to continue coverage for:
- ~~Medical Services Plan (Article 14.12) and~~
 - Extended Health Benefits Plan (Article 14.13) and
 - Dental Plan (Article 14.14)

Provided they pay the full costs of the premiums in advance on a monthly basis according to the terms of the policies.

12. ARTICLE 16.0 LEAVES OF ABSENCE

NEW LEAVES: The Parties agree to add the following new leaves to the Collective Agreement under Article 16:

16.6 Leave for Domestic Violence

- 16.6.1 **Where leave from work is required due to an Employee and/or an Employee's dependent child being a victim of domestic violence, the**

Employee shall be granted leave, in each calendar year, as follows in accordance with *Employment Standards Act* and any subsequent revisions:

- a) up to 10 days of unpaid leave to be taken in units of one or more days or in one continuous period; and
- b) in addition to the period of time referred to above, up to 15 weeks of unpaid leave.

16.6.2 Notwithstanding the above, the College will provide leave with pay for three (3) of the days referenced in 16.6.1 (a). In the event existing legislation is changed regarding domestic violence leave to provide more than three (3) days paid leave, the College will provide such leave consistent with legislation.

16.7 Compassionate Care Leave

16.7.1 An employee will be granted a compassionate care leave of absence without pay, in accordance with the *Employment Standards Act*, for up to twenty-seven (27) weeks to care for a gravely ill family member. For the purpose of this Article, “family member” is defined in the *Employment Standard Act* for Compassionate Care Leave. In order to be eligible for this leave, the employee must provide a certificate from a medical practitioner or nurse practitioner stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks. The employee must give the employer a copy of the certificate as soon as practicable.

16.7.2 An employee who is granted a compassionate care leave of absence to care for a gravely ill family member shall be entitled to the benefits as follows:

- a) The employee’s benefit coverage will continue for the duration of the compassionate care leave, to a maximum of twenty-seven (27) weeks, and the premium payment shall be on the same basis as if the employee were not on leave.
- b) Where an employee elects to buy back pensionable service for part or all of the duration of the compassionate care leave, to a maximum of twenty-seven (27) weeks, the employer will pay the employer portion of the pension contribution in accordance with the Pension Plan regulations.
- c) Compassionate care leave, up to a maximum of twenty-seven (27) weeks, shall be treated as continuous employment for the purposes of seniority accrual under this Agreement.

- d) **An employee who returns to work following a leave granted under this provision shall be placed in the position the employee held prior to the leave or in a comparable position.**

Note: *While not to be included in the Collective Agreement the attachment at the end of this Memorandum of Settlement provides the definition of family member from the Employment Standards Act for the purposes of Compassionate Care Leave.*

13. ARTICLE 17.0 PARENTING LEAVES

17.1 Benefits for Parenting Leaves

17.1.1 The services of employees on Parenting Leaves will be considered continuous and the College will continue to pay its share of the following benefits:

- Municipal Pension Plan, Article 14.10, subject to the provisions of the Municipal Pension Plan and employees continuing to pay their share;
- ~~Medical Services Plan Article 14.12;~~
- Extended Health Benefits Plan Article 14.13;
- Dental Plan Article 14.14;
- Group Life Insurance, Article 14.16.

17.1.2 The College will continue to pay its share of the benefits listed in Clause 17.1.1 to temporary employees who have elected benefit coverage for the lesser of the term of their Leave or the period provided for in the Employment Standards Act. ~~As of October 1, 1994, the Employment Standards Act allowed the following leaves:~~

- ~~18 consecutive weeks of Maternity Leave;~~
- ~~consecutive weeks of Adoption or Parental Leave; or~~
- ~~17 consecutive weeks of Adoption or Parental Leave if the child is at least 6 months of age and it is certified by a medical practitioner or the adoption agency that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.~~

17.1.3 Employees may elect to continue Short-Term and Long-Term Disability, Article 14.18, by paying the full costs of the premiums in advance on a monthly basis according to the terms of the policies.

17.1.4 ~~Gratuity credits are not earned during these Leaves.~~

Renumbering.

17.2 Maternity and Parental Leave (Birth Parent)

- 17.2.1 Permanent employees **who are pregnant** will receive up to ~~52~~ **a combined entitlement of 78 consecutive** weeks ~~Maternity Leave~~ without pay. Temporary employees **who are pregnant** will be entitled to the same ~~Leave~~ except the ~~Leave~~ will not extend beyond the end of their temporary work.
- 17.2.2 This ~~Leave~~ may begin **no earlier than 11 13** weeks before the expected **birth** date of birth ~~or at a later date if the employees desire~~ **and no later than the actual birth date.**
- 17.2.3 Within the ~~52~~ **78 consecutive** week leave period, weeks **1 through 17 will be considered the statutory maternity leave period and weeks 18 through 30 78** inclusive will be considered parental leave in accordance with the Employment Standards Act.
- 17.2.4 Employees who request less than the ~~52~~ **78 consecutive** week maximum ~~Maternity Leave~~ may extend their ~~Leave~~ up to the maximum provided they notify the College in writing at least 4 weeks before they are scheduled to return to work.
- 17.2.5 Employees will request ~~Maternity Leave~~ **leave** in writing and will provide a certificate from ~~their doctor~~ **a medical practitioner** stating the estimated date of birth.
- 17.2.6 Maternity ~~Leave~~ will not end until at least 6 weeks following the date of birth unless employees desire a shorter period. In these cases, employees must provide a certificate from a licensed medical practitioner stating they are able to resume work.
- 17.2.7 If employees give birth before a request for ~~Maternity Leave~~ **leave** is made, the College will grant them Maternity **and Parental** Leave as provided for in this Article upon receiving a request for ~~Maternity Leave~~ **leave** and a certificate from a ~~licensed~~ medical practitioner including the date they have given birth.
- 17.2.8 If a pregnancy is terminated on a specified date, the College will grant employees leave without pay for a period of up to 6 consecutive weeks or a shorter period if employees request. In these cases a ~~licensed~~ medical practitioner's certificate will be required confirming the termination date.
- 17.2.9 **Pregnant** Employees may be ~~required to begin their maternity leave~~ **eligible for sick leave in accordance with Article 14.4** if they cannot reasonably perform their duties because of the pregnancy. **When eligible, sick leave** ~~The maternity leave~~ will continue until employees provide a medical certificate from a licensed medical practitioner stating that they are able to perform their duties **or until the birth of the child, whichever first occurs.**
- 17.2.10 Employees will earn Vacation, Sick Leave and Seniority during Maternity **and Parental** Leave.

~~17.2.11~~ ~~Supplementary Employment Benefit~~

- ~~a) For a maximum of 17 weeks of maternity leave the employee will receive an amount equal to the difference between the Employment Insurance benefits and 80% of her salary.~~
- ~~b) "Salary" means base salary at the time of commencement of maternity leave. For part-time employees, it shall be based on their salary averaged over the previous 26 weeks.~~

17.3 Parental Leave (Non-Birth Parent)

17.3.1 Permanent employees will, upon application to the College, be entitled to 3 days paid Parental Leave at the time their spouse gives birth. This ~~Leave~~ **leave** will be deducted from ~~the~~ employees accumulated Sick Leave.

17.3.2 Upon 4 weeks written notice ~~and within 52 weeks of the birth of their spouse's child~~, a parent may ~~apply for~~ **take** up to ~~12~~ **62 consecutive** weeks Parental Leave without pay. **This leave must begin within 78 weeks of the birth of the spouse's child.** Temporary employees will be entitled to the same Leave except the ~~Leave~~ **leave** will not extend beyond the end of their temporary work.

~~17.3.3 Employees are entitled to up to an additional 5 weeks of Parental Leave without pay if the child is at least 6 months of age and it is certified by a medical practitioner that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.~~

17.3.4 Employees will earn Vacation, Sick Leave and Seniority during a Parental Leave.

~~17.3.5~~ ~~Supplementary Employment Benefit~~

- ~~a) For a maximum of 12 weeks of parental leave the employee will receive an amount equal to the difference between the Employment Insurance benefits and 80% of the employee's salary.~~
- ~~b) "Salary" means base salary at the time of commencement of parental leave. For part-time employees, it shall be based on their salary averaged over the previous 26 weeks.~~

17.4 Adoption Leave

~~17.4.1 If both parents are employees of the College, they may share the entitlements contained in Article 17.4.~~

17.4.2 Upon the adoption of a child and upon application to the College, temporary employees in receipt of benefits and permanent employees are entitled to 3 days paid Adoption Leave. This ~~Leave~~ **leave** will be deducted from ~~the~~ employees' accumulated Sick Leave.

17.4.32 Employees applying for Adoption Leave must provide proof of legal adoption of a child.

17.4.43 Permanent employees who adopt a child will receive up to ~~52~~ **62 consecutive** weeks Adoption Leave without pay **which must begin within 78 weeks after the child is placed with the adopting parent.** Temporary employees will be entitled to the same Leave except the ~~Leave~~ will not extend beyond the end of their temporary work.

17.4.54 Within the ~~52-62~~ week leave period, weeks 1 through ~~42~~ **62** inclusive will be considered parental leave in accordance with the Employment Standards Act.

17.4.65 Employees will earn **Vacation, Sick Leave and** Seniority during an Adoption Leave.

~~17.4.7 Employees will earn Vacation and Sick Leave for a total of 6 months of an Adoption Leave.~~

~~17.4.8 Supplementary Employment Benefit~~

~~a) For a maximum of 12 weeks of adoption leave the employee will receive an amount equal to the difference between the Employment Insurance benefits and 80% of the employee's salary.~~

~~b) "Salary" means base salary at the time of commencement of adoption leave. For part-time employees, it shall be based on their salary averaged over the previous 26 weeks.~~

17.5 Additional Parenting Leave

17.5.1 Upon request, employees who have completed Maternity, Parental or Adoption Leave are entitled to an additional Leave for Personal Reasons, Article 16.3, of up to 1 year.

17.5.2 Employees who take this Leave **leave under 17.5.1** continue to accumulate seniority during the Leave **leave.**

17.5.3 Employees are entitled to up to an additional 5 **consecutive** weeks of Parental Leave without pay **beginning at the end of Parental or Adoption Leave taken under this Article** if the child is at least 6 months of age and it is certified by a medical practitioner that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.

17.5.4 **Employees who take leave under 17.5.3 will earn Vacation, Sick Leave and Seniority during the leave.**

17.6 Supplemental Employment Benefit

17.6.1 **Employees who are in receipt of Maternity and/or Parental Employment Insurance shall be entitled to a Supplemental Employment Benefit (SEB) as follows:**

- a) For the birth mother in receipt of Maternity Employment Insurance, for the first week when there is no EI, the employee will receive an amount equal to 80% of the employee's salary as per Clause 17.6.3.
- b) For a maximum of 15 weeks, the birth mother will receive an amount equal to the difference between the Maternity Employment Insurance benefits and 80% of the employee's salary.
- c) For a maximum of 12 weeks, the parent will receive an amount equal to the difference between the Standard Parental Employment Insurance benefits and 80% of the employee's salary.
- d) Where the Extended Parental Employment Insurance is selected, the parent shall receive the total SEB benefit amount received under Clause 17.6.3 if the Standard Parental EI was selected but spread out and paid over a 21 week period. Payroll will make this calculation.
- e) For the last week of the parental leave, where no EI is paid, the employee will receive an amount equal to 80% of the employee's salary as per Clause 17.6.3.

17.6.2 An employee must qualify and be in receipt of EI payments in order to qualify for the Supplemental Employment Benefit.

17.6.3 "Salary" means base salary at the time of commencement of the leave. For part-time employees, it shall be based on their salary averaged over the previous 26 weeks.

17.6.4 An employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently.

14. SCHEDULE A OF THE COLLECTIVE AGREEMENT

A-2 Pay Rates

Update pay rates including hourly and biweekly rates as necessary to reflect the general wage increases indicated in point **#2, Schedule A of this Memorandum of Settlement.**

A-3 Allocation of Classifications to Pay Grades

Update the "as of" date and the list of current classifications as necessary prior to the publication of the Agreement.

15. SCHEDULE B LETTERS OF UNDERSTANDING

Renew the following Letters of Understanding:
B-1 Job Sharing

B-3 Students and Bargaining Unit Work
B-4 Parenting Leave
B-10 Employees who Receive Work Related Phone Calls at Home
B-11 Work Experience Placements for Practicum Students with the Information Technology Program
B-12 Classification Titles and Pay Rates

Delete the following Letters of Understanding:

B-5 Pay Equity
B-13 Part-Time Personal Leaves of Absence already incorporated into 16.3.9 in previous CA's
B-14 Joint Review Process for Employee Health and Welfare Benefits
B-16 Pay Notifications Statements relocated to 13.6
B-20 Proofing and Additional Housekeeping 2014-2019 Collective Agreement

Renew the following Letters of Understanding for the term of the Agreement with the following amendments:

B-2 Use of Agency Employees

No changes in a-f.

- g) The College will remit the appropriate Union dues **with pay records attached with the remittance.**

B-8 Effective Dates

The effective date of all changes to the Agreement will be the date of ratification (**insert new date**) unless specified otherwise.

B-17 Teleworking (Working Remotely)

The Parties recognize that 'telework' offers significant benefits to individual employees and to the College. It can also lead to a reduction in carbon emissions. Telework is seen as an opportunity to promote staff retention, enhance recruitment prospects and reduce absenteeism.

The Parties further agree to implement telework ~~on a one-year trial basis~~ with the following terms:

No changes to language prior to the following:

B-17.2 Committee

A Joint Teleworking Committee will be established consisting of not more than 3 administrators of the College and 3 representatives of the Union. ~~The~~

~~Committee shall report its findings and any recommendations to the members of the Union Executive and College Leadership, by August 31, 2013.~~

No changes to language prior to the following:

B-17.6

This Letter of Understanding will remain in effect until the expiry of the CUPE Local 4627 Collective Agreement dated October 1, 2014~~2019~~ – September 30, ~~2019~~ **2022**.

B-18 Deferred Savings Article 14.11

The Parties agree that ~~goal of the following is for employees to have the ability to direct some percentage portion of~~ **their Deferred Savings monies (14.11.1 and 14.11.2)** ~~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 (14.11.1 and 14.11.2) into a TFSA registered account as per 14.11.3.~~

~~2.~~ 1. This will **continue** ~~be implemented~~ subject to the following:

- a) The College's Financial Institution's ability to implement; and
- b) No additional cost to the College.

16. Schedule D – Annual Vacation Entitlement

Seniority Date Year	Year of Vacation										
	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
2022	-	-	-	-	-	-	-	-	-	-	84*
2021	-	-	-	-	-	-	-	-	-	84*	119
2020	-	-	-	-	-	-	-	-	84*	119	119
2019	-	-	-	-	-	-	-	84*	119	119	119
2018	-	-	-	-	-	-	84*	119	119	119	119
2017	-	-	-	-	-	84*	119	119	119	119	119
2016	-	-	-	-	84*	119	119	119	119	119	154
2015	-	-	-	84*	119	119	119	119	119	154	154
2014	-	-	84*	119	119	119	119	119	154	154	154
2013	-	84*	119	119	119	119	119	154	154	154	154
2012	84*	119	119	119	119	119	154	154	154	154	154
2011	119	119	119	119	119	154	154	154	154	154	189
2010	119	119	119	119	154	154	154	154	154	189	189
2009	119	119	119	154	154	154	154	154	189	189	189
2008	119	119	154	154	154	154	154	189	189	189	189
2007	119	154	154	154	154	154	189	189	189	189	189
2006	154	154	154	154	154	189	189	189	189	189	196
2005	154	154	154	154	189	189	189	189	189	196	196
2004	154	154	154	189	189	189	189	189	196	196	196
2003	154	154	189	189	189	189	189	196	196	196	196
2002	154	189	189	189	189	189	196	196	196	196	224
2001	189	189	189	189	189	196	196	196	196	224	224
2000	189	189	189	189	196	196	196	196	224	224	224
1999	189	189	189	196	196	196	196	224	224	224	224
1998	189	189	196	196	196	196	224	224	224	224	224
1997	189	196	196	196	196	224	224	224	224	224	224
1996	196	196	196	196	224	224	224	224	224	224	224
1995 or earlier	196	196	196	224	224	224	224	224	224	224	224

*Prorated based on the percentage of a calendar year worked.

SCHEDULE B

The following are tentative agreements (“greens”) between the Employer and the Union that occurred during the course of negotiations. The parties agree that the following “Greens” form part of this schedule and Memorandum Of Settlement.

	Description	Date signed
1	Clauses 2.5.6 and 2.6.8	13 December 2019
2	3.5 Temporary Positions	13 December 2019
3	6.1 Membership	13 December 2019
4	12.0 Working Conditions	13 December 2019
5	12.8 Minimum Daily Pay and Callout	13 December 2019
6	14.2 General Holidays, including chart	3 March 2020
7	14.3 Christmas Break	26 February 2020
8	14.8 Gratuity Plan incorporation into Schedule B Letters of Understanding with B # (to be determined). Renumber 14.9 Service Credit Plan to 14.8 and renumber of all other sections and subsection of 14 accordingly. Deletion of 17.1.4.	19 February 2020
9	Clause 15.2.7 Full Years to Retirement	13 December 2019
10	15.3 Financial Counselling	3 March 2020
11	16.1 Leave for Family Illness	13 December 2019
12	16.6 Early Return from Leave	13 December 2019
13	22.6.1 Copy of Agreement	20 February 2019
14	B-6 Housekeeping Changes	13 December 2019
15	B-7 Vancouver Community College Faculty Area Hiring Recommendation Committee	13 December 2019
16	B-9 Position Evaluation	13 December 2019
17	B-15 Joint VCC/CUPE Goal Sharing Plan(s)	13 December 2019
18	B-19 Economic Stability Dividend	13 December 2019

SCHEDULE C

A. Proposals related to Service Improvement

12.1 Hours and Days of Work

12.1.1 When possible, the College will schedule the normal days and hours of work as follows:

- a) the usual work week will be 5 consecutive days between Monday and ~~Friday~~ **Sunday**, and
- b) the hours of work will be 7 hours a day which will commence later than 6:00 AM and earlier than 7:00 PM.

12.1.2 ~~All other days~~ **Saturday and Sunday** and hours of work **other than those in Clause 12.1.1 (b)** will be subject to shift premium according to Article 12.5 Shift Work and Shift Premium.

12.2 Nine Day Fortnight

12.2.1 ~~Applications of the for a nine day fortnight system must not produce any additional cost (i.e. overtime, additional staffing requirements or fringe benefit costs) or noticeable reduction in service from the level of service as at the commencement of the term of this Agreement~~ **time of application, and must also consider the:**

- a) **operations of the College;**
- b) **needs of the department; and**
- c) **desires of employees.**

Language unchanged until what follows:

12.2.7 Scheduled days off, 1 every 2 weeks, will preferably be Monday or Friday, or any other day taking into consideration the ~~commitment of the College,~~ **operations of the College**, the needs of the department and the desires of employees.

Language unchanged until what follows:

12.2.17 Illness on fortnight days off will not entitle employees to claim replacement days off unless a doctor's certificates **is** provided to the College. **Employees will make their best effort to arrange medical and dental appointments on scheduled fortnight days off.**

Language unchanged until what follows:

12.2.22 Should an **employee(s)**' request be denied, **or should an administrator make a request to Human Resources to rescind an existing nine day fortnight schedule, any affected employee(s)** may ask that ~~their~~ **the** request be reviewed by a committee as follows:

a) A committee will be responsible for **reviewing requests and** resolving difficulties which may arise ~~including~~ **on** matters of access to or exclusion from ~~the a~~ nine day fortnight schedule.

b) Each committee will consist of one administrator, who will act as chair, along with one member representing:

- participating support staff, **from the employees in the area affected as selected by the Union,**
- the Union, **and**
- Human Resources.

~~c) If problems of a serious nature cannot be resolved, that matters will be referred to a Human Resources Representative or delegate and the National Representative of the Union for discussion.~~

c) The committee will consider requests based on the criteria noted in Clause 12.2.1.

d) If ~~these parties~~ the committee cannot resolve the problems within a reasonable period, either the Union or the College may refer the matter to Article 10.0 Grievance Procedure commencing at Step 4 ~~or 5~~ or to Clause 10.8. Alternate Dispute Resolution Methods. A referral does not preclude discussions between the parties to resolve the matter.

12.2.23 No employees or **occupied** positions (~~e.g. vacant positions~~) will be removed from the nine day fortnight schedule except through the committee and grievance process, outlined in Clause 12.2.22.

12.2.24 **Vacant positions may be removed from a nine day fortnight schedule following 8 weeks' notice to the Union. The notice will include the reason(s) for the College's decision. If the Union objects, it may refer the matter to Article 10.0 Grievance Procedure at Step 5 or to Clause 10.8 Alternate Dispute Resolution Methods for a determination as to whether the College's decision is reasonable. A referral does not preclude discussions between the parties to resolve the matter.**

Language unchanged until what follows:

12.2.334 Days deferred must be scheduled by mutual agreement within 2 months of the conclusion of the deferral period, taking into consideration the ~~commitment~~

operations of the College, the needs of department and the desires of employees. Agreement will not be unreasonably withheld by either the College or employees.

12.2.345 Deferred days may be carried forward beyond the 2 month period by mutual agreement provided the ~~commitment to~~ **operations** of the College and the needs of the department can be adequately met.

12.2.356 Individual employees may apply, for special reasons, to remain on the established 5 day work schedule. This request will be made to the appropriate administrator and reviewed by the joint Union/Management Committee **Clause 9.1**

No further changes except for consequential renumbering.

B. Proposed use of the Service Improvement Fund – New Schedule and Career Development Fund

REVISE SCHEDULE A OF THE COLLECTIVE AGREEMENT TO INCLUDE NEW INFORMATION TECHNOLOGY AND DIGITAL MARKETING (IT/DM) SALARY SCALES.

In recognition of the recruitment and retention issues for select Information Technology and Digital Marketing positions, VCC and CUPE 4627 agree to utilize a portion of the SIA funds towards a Labour Market Adjustment (LMA) as follows:

Information Technology & Digital Marketing Labour Market Adjustment (LMA) Amounts

Pay Grade	Date of Ratification	2020	2021	Total
26 IT/DM	0000	600	1400	2000
27 IT/DM	0000	600	1800	2400
28 IT/DM	600	1400	2500	4500
29 IT/DM	1000	2500	4500	8000
30 IT/DM	2000	4400	3600	10000
31 IT/DM*	0000	600	1800	2400

*Pay Grade 27 position working a 40 Hour work week

In utilizing the SIA funds noted above, the Parties agree to revise Schedule A-2 to include an Information Technology (IT) and Digital Marketing (DM) Salary Scale as follows:

Effective the date of ratification the Information Technology, Digital Marketing Salary Scale shall be:

Hourly Rates – Information Technology/Digital Marketing

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
26 IT/DM	29.9290	31.1413	32.4113	33.7583	35.1054
27 IT/DM	31.1413	32.4113	33.7583	35.1054	36.5299
28 IT/DM	32.7397	34.0867	35.4338	36.8583	38.3974
29 IT/DM	34.3056	35.6527	37.0772	38.6163	40.1755
30 IT/DM	36.2001	37.6246	39.1637	40.7229	42.3006
31 IT/DM	36.5299	38.0690	39.6282	41.2059	42.8540

Bi-Weekly Rates – 35 –Hour Work Week Information Technology/Digital Marketing

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
26 IT/DM	2,095.03	2,179.89	2,268.79	2,363.08	2,457.38
27 IT/DM	2,179.89	2,268.79	2,363.08	2,457.38	2,557.09
28 IT/DM	2,291.78	2,386.07	2,480.37	2,580.08	2,687.82
29 IT/DM	2,401.39	2,495.69	2,595.40	2,703.14	2,812.29
30 IT/DM	2,534.01	2,633.72	2,741.46	2,850.60	2,961.04
31 IT/DM	2,557.09	2,664.83	2,773.97	2,884.41	2,999.78

Hourly Rates - Forty-Hour Work Week - Information Technology/Digital Marketing

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
26IT/DM	26.1879	27.2486	28.3599	29.5385	30.7172
27IT/DM	27.2486	28.3599	29.5385	30.7172	31.9637
28IT/DM	28.6472	29.8259	31.0046	32.2510	33.5977
29IT/DM	30.0174	31.1961	32.4426	33.7893	35.1536
30IT/DM	31.6751	32.9215	34.2682	35.6325	37.0130
31IT/DM	31.9637	33.3104	34.6747	36.0552	37.4973

Effective October 1, 2020 the Information Technology, Digital Marketing Salary Scale shall be:

Hourly Rates – Information Technology/Digital Marketing

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
26IT/DM	30.8560	32.0925	33.3879	34.7619	36.1359
27IT/DM	32.0925	33.3879	34.7619	36.1359	37.5889
28IT/DM	34.1608	35.5347	36.9088	38.3618	39.9316
29IT/DM	36.3601	37.7342	39.1872	40.7570	42.3474
30IT/DM	39.3324	40.7854	42.3553	43.9457	45.5549
31IT/DM	37.5889	39.1588	40.7492	42.3584	44.0395

Bi-Weekly Rates – 35 –Hour Work Week Information Technology/Digital Marketing

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
26IT/DM	2,159.92	2,246.48	2,337.15	2,433.33	2,529.51
27IT/DM	2,246.48	2,337.15	2,433.33	2,529.51	2,631.22
28IT/DM	2,391.26	2,487.43	2,583.62	2,685.33	2,795.21
29IT/DM	2,545.21	2,641.39	2,743.10	2,852.99	2,964.32
30IT/DM	2,753.27	2,854.98	2,964.87	3,076.20	3,188.84
31IT/DM	2,631.22	2,741.12	2,852.44	2,965.09	3,082.77

Hourly Rates - Forty-Hour Work Week - Information Technology/Digital Marketing

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
26IT/DM	26.9990	28.0809	29.2144	30.4167	31.6189
27IT/DM	28.0809	29.2144	30.4167	31.6189	32.8903
28IT/DM	29.8907	31.0929	32.2952	33.5666	34.9402
29IT/DM	31.8151	33.0174	34.2888	35.6624	37.0540
30IT/DM	34.4159	35.6872	37.0609	38.4525	39.8605
31IT/DM	32.8903	34.2640	35.6556	37.0636	38.5346

Effective October 1, 2021 the Information Technology, Digital Marketing Salary Scale shall be:

Hourly rate – Information Technology/Digital Marketing

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
26IT/DM	32.2394	33.5007	34.8220	36.2234	37.6249
27IT/DM	33.7196	35.0409	36.4423	37.8439	39.3259
28IT/DM	36.2124	37.6138	39.0153	40.4974	42.0986
29IT/DM	39.5504	40.9519	42.4340	44.0352	45.6574
30IT/DM	42.0895	43.5716	45.1728	46.7950	48.4365
31IT/DM	39.3259	40.9272	42.5494	44.1908	45.9055

Bi-Weekly Rates – 35 –Hour Work Week Information Technology/Digital Marketing

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
26IT/DM	2,256.76	2,345.05	2,437.54	2,535.64	2,633.74
27IT/DM	2,360.37	2,452.86	2,550.96	2,649.07	2,752.81
28IT/DM	2,534.87	2,632.97	2,731.07	2,834.82	2,946.90
29IT/DM	2,768.53	2,866.63	2,970.38	3,082.46	3,196.02
30IT/DM	2,946.27	3,050.01	3,162.10	3,275.65	3,390.56
31IT/DM	2,752.81	2,864.90	2,978.46	3,093.36	3,213.39

Hourly Rates – Forty- Hour Work Week – Information Technology/Digital Marketing

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
26IT/DM	28.2095	29.3131	30.4693	31.6955	32.9218
27IT/DM	29.5047	30.6608	31.8870	33.1134	34.4102
28IT/DM	31.6859	32.9121	34.1384	35.4352	36.8363
29IT/DM	34.6066	35.8329	37.1298	38.5308	39.9502
30IT/DM	36.8283	38.1252	39.5262	40.9456	42.3819
31IT/DM	34.4102	35.8113	37.2307	38.6670	40.1673

***Pay Grade 27IT/DM position working a 40 hour work week is reflected in 31IT/DM above.**

The Schedule A-3 Allocation of Classifications to Pay Grades will be revised to reflect the re-assignment of the selected IT and Digital Marketing positions at pay grade 26 or higher to the new IT/DM salary scale with the exception of the following identified positions:

- **AV Maintenance & Repair Tech;**
- **Telephone Systems Manager;**
- **Classroom Technology Team Lead; and,**
- **Web Manager.**

When evaluations of College positions are carried out in accordance with Article 11.3.5 of the Collective Agreement, the IT/DM positions on the IT/DM salary scale are not to be used as comparators. The IT/DM positions on the IT/DM salary scale are only to be used as comparators for other IT/DM positions on the IT/DM Salary Scale.

The parties also agree to utilize a portion of the SIA funds towards the Career Development Fund in Article 20.01 of the Collective Agreement. Effective the date of ratification, Article 20.1.1 will be revised to read as follows:

20.1.1 The College supports the development of employees in their careers and will provide ~~\$60,000.00~~ **\$90,000.00** annually, for career development. **Annual funds are administered in the year allocated, and will not carry-over to the next fiscal year.**

ATTACHMENT TO MEMORANDUM

While not to be included in the collective agreement family member for the purposes of Compassionate Care Leave is defined in section 1.1 of the Employment Standards Act (April 29, 2020) and B.C. Reg. 137/2019 Family Member Regulation (May 5, 2020) and is provided for information purposes only. These definitions may be subject to change by the province of British Columbia.

"Family member" means a member of the Employee's immediate family or a member of a prescribed class as set out in the Family Member Regulation.

"Immediate family" is defined in section 1.1 of the Act. It means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with an employee as a member of the employee's family. It includes common-law spouses, step-parents and step-children, and same-sex partners and their children as long as they live with the employee as a member of the employee's family.

The Family Member Regulation contains a list of individuals who are part of the prescribed class referred to in s. 52.1 (1) (b). They are as follows:

In relation to an Employee:

- *a step-sibling;*
- *an aunt or uncle;*
- *a niece or nephew;*
- *a current or former foster parent;*
- *a current or former foster child;*
- *a current or former ward;*
- *a current or former guardian; or*
- *the spouse of*
 - *a sibling or step-sibling;*
 - *a child or stepchild;*
 - *a parent*
 - *a grandparent;*
 - *a grandchild;*
 - *an aunt or uncle;*
 - *a niece or nephew;*
 - *a current or former foster child; or*
 - *a current or former guardian;*

In relation to the Employee's spouse:

- *a step-parent;*
- *a sibling or step-sibling;*
- *a grandparent;*

- *a grandchild;*
- *an aunt or uncle;*
- *a niece or nephew;*
- *a current or former foster parent; or*
- *a current or former ward; and*

This also includes an individual with a serious medical condition who is like a close relative to the employee, whether or not they are related by blood, adoption, marriage or common law partnership.

**CUPE Local 4627 and Vancouver Community College
Collective Bargaining for Renewal of 2014-2019 Collective Agreement**

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

- Article 14.4 Sick Leave,
- ~~Article 14.8 Gratuity Plan up to December 31, 2016,~~
- Article 14.9 Service Credit Plan ~~as of January 1, 2017,~~
- Article 14.10 Municipal Pension Plan,
- Article 14.11 Deferred Savings,
- Article 14.12 Medical Services Plan,
- Article 14.13 Extended Health Benefits Plan,
- Article 14.14 Dental Plan,
- Article 14.15 Employment Insurance,
- Article 14.16 Group Life Insurance,
- Article 14.17 Voluntary Life Insurance,
- Article 14.18 Short-Term and Long-Term Disability.

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

- Article 14.4 Sick Leave,
- ~~Article 14.8 Gratuity Plan up to December 31, 2016,~~
- Article 14.9 Service Credit Plan, ~~as of January 1, 2017,~~
- Article 14.10 Municipal Pension Plan,
- Article 14.11 Deferred Savings,
- Article 14.12 Medical Services Plan,
- Article 14.13 Extended Health Benefits Plan,
- Article 14.14 Dental Plan,
- Article 14.15 Employment Insurance,
- Article 14.16 Group Life Insurance,



**CUPE Local 4627 and Vancouver Community College
Collective Bargaining for Renewal of 2014-2019 Collective Agreement**

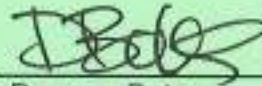
- Article 14.17 Voluntary Life Insurance,
- Article 14.18 Short-Term and Long-Term Disability,
- Article 16.2 Paid Bereavement Leave

On Behalf of the College:

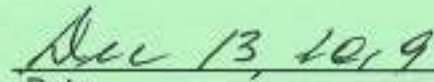
On Behalf of the Union:



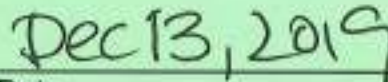
Chris Rawson
Chief Spokesperson



Deanne Bates
Chief Spokesperson



Date



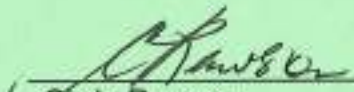
Date

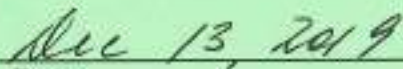
CUPE Local 4627 and Vancouver Community College
Collective Bargaining for Renewal of 2014-2019 Collective Agreement

3.5 Temporary Positions

- 3.5.1 If a temporary position becomes permanent and the incumbent **who held the temporary position** is selected for continued appointment to the **permanent** position, the first **three (3) or six (6)** working months' service in the **permanent** position will be considered ~~as a~~ the trial or probationary period **as appropriate**.

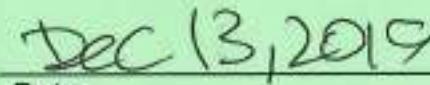
On Behalf of the College:


Chris Rawson
Chief Spokesperson


Date

On Behalf of the Union:


Deanne Bates
Chief Spokesperson


Date

**CUPE Local 4627 and Vancouver Community College
Collective Bargaining for Renewal of 2014-2019 Collective Agreement**

6.1 Membership

- 6.1.1 The College recognizes the Canadian Union of Public Employees and its Local 4627 as the sole and exclusive collective bargaining agent for all of its employees as certified by the British Columbia Labour Relations Board and hereby agrees to negotiate with the Union, or any of its authorized committees.
- 6.1.2 All new employees will, within 30 days after beginning employment, apply for and maintain membership in the Union as a condition of employment.
- 6.1.3 No employees will be deprived of employment due to loss of membership in the Union for reasons other than failure to pay the regular Union dues. ~~No Supervisor will be permitted to make a written or verbal agreement with an employee which conflicts with the terms of this Collective Agreement.~~
- 6.1.4 No Supervisor will be permitted to make a written or verbal agreement with an employee which conflicts with the terms of this Collective Agreement.**
- 6.1.45 Representatives of CUPE will have reasonable access to the Employer's premises in order to deal with any matter arising out of this Collective Agreement.

On Behalf of the College:

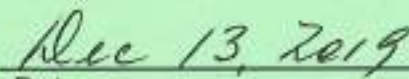
On Behalf of the Union:



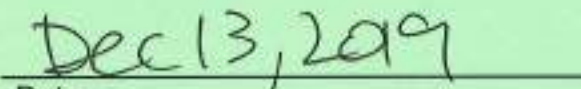
Chris Rawson
Chief Spokesperson



Deanne Bates
Chief Spokesperson



Date



Date

**CUPE Local 4627 and Vancouver Community College
Collective Bargaining for Renewal of 2014-2019 Collective Agreement**

12.0 WORKING CONDITIONS

12.1.3 The normal hours of work will be **eight (8)** hours a day which commences no earlier than 6:00 AM and ends no later than 7:00 PM for employees in the following positions:

- Assistant Building Services Manager
- Building Services Manager
- **Coordinator, Facilities**
- Facilities Manager
- **Receiver (a) - Broadway**
- Receiver (b)
- **Service Desk Team Lead**
- Stores Clerk (Food Services)

On Behalf of the College:


On Behalf of the Union:



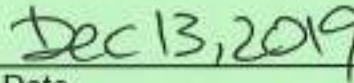
Chris Rawson
Chief Spokesperson



Deanne Bates
Chief Spokesperson



Date
COPE 491 RVDW



Date


**CUPE Local 4627 and Vancouver Community College
Collective Bargaining for Renewal of 2014-2019 Collective Agreement**


12.8 Minimum Daily Pay and Callout

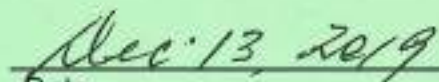
- 12.8.1 Employees reporting for work at the call of the College will receive their regular wage for all hours worked with a minimum of 4 hours pay for each callout.
- 12.8.2 Clause 12.8.1 will not apply if employees are unfit to perform their duties or have failed to comply with the **Industrial Occupational Health and Safety Regulations** of the Workers' Compensation Board.
- 12.8.3 In the event work is suspended or the College closes because of inclement weather or other reason completely beyond the control of the College, employees scheduled to work by their Supervisors will receive pay for their regularly scheduled hours for that day.
- 12.8.4 Student Aides reporting for work at the call of the College on a day when they have scheduled instructional activity will receive a minimum of 2 hours pay for each callout.
- 12.8.5 VCC students that are Peer Helpers reporting to work at the call of the College on a day that they have scheduled instructional activity will receive a minimum of 1 hour pay for each callout. On a day without instructional activity they will receive a minimum of 2 hours pay for each callout.

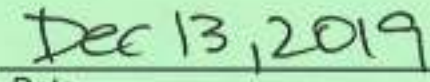
On Behalf of the College:

On Behalf of the Union:


Chris Rawson
Chief Spokesperson


Deanne Bates
Chief Spokesperson


Date


Date

14.2 General Holidays

14.2.2 When a General Holiday occurs on a Saturday or Sunday, the following Monday and/or Tuesday will be considered to be the holiday in lieu thereof.

14.2.3 When Christmas Day and/or Boxing Day fall on a Saturday and/or Sunday respectively, the preceding Friday and the following Monday will the working day(s) prior to December 24 shall be considered to be the holiday(s) in lieu thereof.

14.2.4 For the term of this Agreement, the General Holidays from the date of ratification will be observed on the following dates except where the date to observe the statutory holiday is changed by federal or provincial legislation. In such cases, the date so proclaimed will be the date upon which the statutory holiday will be observed.

Handwritten signature
Handwritten signature
3/3/20

CUPE Local 4627 and Vancouver Community College
Collective Bargaining for Renewal of 2014-2019 Collective Agreement

Statutory Holiday	2019 – 2020	2020 - 2021	2021 – 2022
Thanksgiving Day	<u>Monday,</u> <u>Oct 14, 2019</u>	<u>Monday,</u> <u>Oct 12, 2020</u>	<u>Monday,</u> <u>Oct 11, 2021</u>
Remembrance Day	<u>Monday,</u> <u>Nov 11, 2019</u>	<u>Wednesday,</u> <u>Nov 11, 2020</u>	<u>Thursday,</u> <u>Nov 11, 2021</u>
Christmas Day	<u>Wednesday,</u> <u>Dec 25, 2019</u>	<u>Friday,</u> <u>Dec 25, 2020</u>	<u>Wednesday, December 22, 2021</u> <u>In lieu of</u> <u>Sat. Dec. 25, 2021</u>
Boxing Day	<u>Thursday,</u> <u>Dec 26, 2019</u>	<u>Wednesday, December 23, 2020</u> <u>In lieu of</u> <u>Saturday, Dec. 26, 2020</u>	<u>Thursday, December 23, 2021</u> <u>In lieu of</u> <u>Sunday, Dec. 26, 2021</u>
New Years Day	<u>Wednesday,</u> <u>Jan 1, 2020</u>	<u>Friday,</u> <u>Jan 1, 2021</u>	<u>Mon, Jan 3, 2022</u> <u>In lieu of</u> <u>Saturday, Jan. 1, 2022</u>
Family Day	<u>Monday,</u> <u>Feb 17, 2020</u>	<u>Monday,</u> <u>Feb 15, 2021</u>	<u>Monday,</u> <u>Feb 21, 2022</u>
Good Friday	<u>Friday,</u> <u>Apr 10, 2020</u>	<u>Friday,</u> <u>Apr 2, 2021</u>	<u>Friday,</u> <u>April 15, 2022</u>
Easter Monday	<u>Monday,</u> <u>Apr 13, 2020</u>	<u>Monday,</u> <u>Apr 5, 2021</u>	<u>Monday,</u> <u>April 18, 2022</u>
Victoria Day	<u>Monday,</u> <u>May 18, 2020</u>	<u>Monday,</u> <u>May 24, 2021</u>	<u>Monday,</u> <u>May 23, 2022</u>
Canada Day	<u>Wednesday,</u> <u>Jul 1, 2020</u>	<u>Thursday,</u> <u>July 1, 2021</u>	<u>Friday,</u> <u>July 1, 2022</u>
B.C. Day	<u>Monday,</u> <u>Aug 3, 2020</u>	<u>Monday,</u> <u>Aug 2, 2021</u>	<u>Monday,</u> <u>Aug 1, 2022</u>
Labour Day	<u>Monday,</u> <u>Sep 7, 2020</u>	<u>Monday,</u> <u>Sep 6, 2021</u>	<u>Monday,</u> <u>Sep 5, 2022</u>
	<u>2019 – 2020</u>	<u>2020 - 2021</u>	<u>2021 – 2022</u>

Dated this 3 day March 2020.

On behalf of Vancouver
Community College

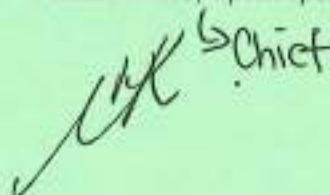


Chris Rawson, Spokesperson, PSEA

On behalf of Vancouver Community College
Employees' Union



Deanne Bates, Spokesperson, CUPE



**CUPE Local 4627 and Vancouver Community College
Collective Bargaining for Renewal of 2014-2019 Collective Agreement**

14.3 Christmas Break

14.3.1 All working days between Christmas and New Year's Day, exclusive of General Holidays, will be considered as days of leave with full pay.

14.3.2 The last working day prior to Christmas will be considered a day of leave with pay.

14.3.3 For the term of this Agreement, the Christmas Break, **inclusive of General Holidays, and in lieu days where applicable**, from the date of ratification will be observed on the following dates:

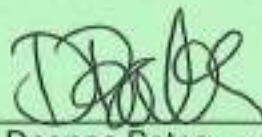
- Tuesday, December 24, 2019 to Wednesday, January 1, 2020, inclusive;
- Wednesday, December 23, 2020 to Friday, January 1, 2021, inclusive;
- Wednesday, December 22, 2021 to Monday, January 3, 2022, inclusive.

On Behalf of the College:

On Behalf of the Union:



Chris Rawson
Chief Spokesperson



Deanne Bates
Chief Spokesperson

Feb 24, 2020

Date

Feb 26, 2020

Date

CUPE Local 4627 and Vancouver Community College
Collective Bargaining for Renewal of 2014-2019 Collective Agreement

14.3 Christmas Break

14.3.1 All working days between Christmas and New Year's Day, exclusive of General Holidays, will be considered as days of leave with full pay.

14.3.2 The last working day prior to Christmas will be considered a day of leave with pay.

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

- Tuesday, December 24, 2019 to Wednesday, January 1, 2020, inclusive;
- Wednesday, December 23, 2020 to Friday, January 1, 2021, inclusive;
- Wednesday, December 22, 2021 to Monday, January 3, 2022, inclusive.

On Behalf of the College:



Chris Rawson
Chief Spokesperson

Feb 13, 2020

Date

On Behalf of the Union:



Deanne Bates
Chief Spokesperson

Feb 13, 2020

Date

*See Revised
Version of
February 26, 2020*

Remove 14.8 Gratuity Plan from 14.0 EMPLOYEE BENEFITS and incorporate into SCHEDULE B Letters of Understanding with number B – ## (to be determined)

Renumber existing 14.9 Service Credit Plan to 14.8 along with its subsections and renumber all other sections and subsections of 14 accordingly (i.e. 14.10 Municipal Plan to 14.9 etc.) on redrafting the Collective Agreement.

SCHEDULE B

14.8 B - ## Gratuity Plan

- a) The current Gratuity Plan banks will ~~ceased~~ to accumulate as of December 31, 2016. The accumulated gratuity banks as of December 31, 2016 ~~were~~ will be recorded. ~~Employees with Future~~ **and** deduction from these banks shall be done in accordance with **Clauses 14.8.10 and 14.8.11 this Letter of Understanding.** ~~Articles 14.8.10 and 14.8.11 shall only have application to the gratuity banks recorded as of December 31, 2016.~~

~~14.8.1 — Temporary and casual employees who have elected benefit coverage and permanent employees are eligible to participate in the Gratuity Plan described in Article 14.8.~~

~~14.8.2 — Gratuity credits are based on the calendar year which is divided into quarters:~~

- ~~• January 1 to March 31;~~
- ~~• April 1 to June 30;~~
- ~~• July 1 to September 30;~~
- ~~• October 1 to December 31.~~

~~14.8.3 — Employees earn 7 hours of gratuity credit for each quarter in Clause 14.7.2.~~

~~14.8.4 — The Gratuity credit referred to in Clause 14.8.3 is reduced by an hour for every hour that employees are absent due to illness.~~

~~14.8.5 — Accumulated Gratuity credits will not be reduced due to illness in any future quarter.~~

~~14.8.6 — Employees may accumulate a maximum of 840 hours of Gratuity credits.~~

~~14.8.7 — Employees who regularly work a 40-hour week accumulate 8 hours of Gratuity credit for each quarter referred to in Clause 14.8.2 and their maximum accumulation is 960 hours.~~

~~14.8.8 — Gratuity credits will be prorated for part-time employees.~~

~~14.8.9~~ — Illness in Article 14.8 means non-occupational sickness and injury.

~~14.8.10~~ **b) Employees with gratuity banks** will be paid for accumulated **banked** gratuity credits as follows:

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

~~14.8.11~~ **c) Employees may use their accumulated banked Ggratuity credits** as paid leave, subject to the following:

- ~~T~~The minimum leave is 1 hour and the maximum 140 hours, prorated for employees who regularly work a 40-hour week.
- ~~L~~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.
- ~~W~~Without limiting the right to apply for leave as provided above, up to 70 hours ~~G~~gratuity Lleave may be taken in connection with the beginning of Maternity, Parental or Adoption Leave provided the ~~G~~gratuity leave is requested when applying for the leave.

Effective January 1, 2017, the gratuity provision (current Article 14.8) shall cease for the purposes of gratuity accumulation (Articles 14.8.1 through to 14.8.9) and Article 14.9 — Service Credit Plan shall take effect. The new Article 14.9 — Service Credit Plan (remainder of Articles renumbered) shall be the following:

Also amend and relocate the following language from 12.2 Nine Day Fortnight to this Letter of Understanding and add the following title:

Nine Day Fortnight and Gratuity

- 12.2.12 a) Gratuity days are earned as 7 hour days (Article 14.8 Gratuity Plan). If payment of gratuity is made to employees **on a nine day fortnight** it will be made on the basis of a 7 hour day.
- 12.2.13 b) If gratuity **credits** days are taken as leave, the earned days will be converted to hours and the employees will remain on the nine day fortnight during the period when the gratuity days are taken. This may require employees working for a partial day or making time up.
- 12.2.14 c) If employees **on a nine day fortnight** wish to revert to a 7 hour day for the period in which gratuity **credits** days are taken then they will work a 7 hour day for the full biweekly period.

Renumber the remaining sections of 12.2 Nine Day Fortnight from the existing 12.2¹⁵ on redrafting the Collective Agreement. *12.2.15 CR DB*

Other language to be deleted:

17.1.4 Gratuity credits are not earned during these leaves.

Renumber the remaining sections in 17.0 from the existing 17.1.5 on redrafting the Collective Agreement.

Dated this 19 day February, 2020.

On behalf of Vancouver
Community College


Chris Rawson, Spokesperson, PSEA


On behalf of Vancouver
Community College Employees
Union


Deanne Bates, Spokesperson, CUPE

**CUPE Local 4627 and Vancouver Community College
Collective Bargaining for Renewal of 2014-2019 Collective Agreement**

- 15.2.7 "Full years to retirement" in Clause 15.2.6 means full years from the actual date of early retirement to **age 65**. ~~the normal retirement date as defined in the Pension (Municipal) Act.~~

On Behalf of the College:



Chris Rawson
Chief Spokesperson

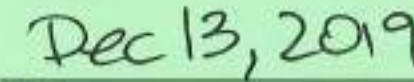


Date

On Behalf of the Union:



Deanne Bates
Chief Spokesperson



Date

15.3 Financial Counselling

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

15.3.2 Employees offered an Early Retirement Incentive under (Article 15.2) and other permanent employees who are age 50 or older with a minimum of five (5) years' service with the College, are entitled to receive financial counselling conducted by a firm of qualified financial consultants selected by the College. A lifetime total of 3 hours of consultants 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~~ ^{pay} the expenses to the total cost of \$400.00.

15.3.3 After obtaining the necessary certificate of entitlement ~~from~~ ^{from HR} Human Resources, employees may schedule these consultations in the manner that is most beneficial or convenient to them.


Dated this 3 day March, 2020.

On behalf of Vancouver
Community College

On behalf of Vancouver Community College
Employees Union



Chris Rawson, Chief Spokesperson, PSEA



Deanne Bates, Chief Spokesperson, CUPE

**CUPE Local 4627 and Vancouver Community College
Collective Bargaining for Renewal of 2014-2019 Collective Agreement**

16.0 LEAVES OF ABSENCE

16.1 Leave for Family Illness

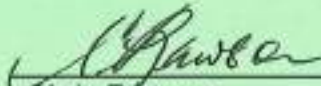
16.1.1 Employees may use up to 5 days per year of their accumulated Sick Leave credits to care for an ill spouse, child, legal ward, brother, sister, parent, guardian, parent-in-law or grandparent. Other relatives are included if living in the employees' households.

16.1.2 The College may require a certificate from a qualified medical practitioner, or recognized equivalent licensed to practice, certifying the illness of the family member.

~~16.1.3 Absence under Article 16.1 will not be considered absence through illness for the purposes of Article 14.8 Gratuity Plan.~~

On Behalf of the College:

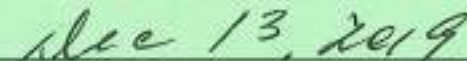
On Behalf of the Union:



Chris Rawson
Chief Spokesperson



Deanne Bates
Chief Spokesperson



Date



Date


**CUPE Local 4627 and Vancouver Community College
Collective Bargaining for Renewal of 2014-2019 Collective Agreement**

16.6 Early Return from Leave

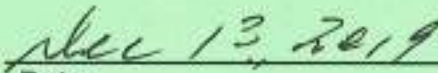
- 16.6.1 Employees on any leave authorized by this Agreement may return from the leave early provided they give the College two weeks written notice and provided the College has not hired a replacement through the Job Posting provisions in Article 3.1.
- 16.6.2 Employees who are on leave whose positions have been filled and who wish to return early will be given the right of first refusal for any casual work for which they are qualified. This supersedes the provisions of Clause 3.6.2, Temporary Reappointment Rights.
- 16.6.3 Employees on Sick Leave with or without pay may return to work when they have recovered and have complied with Clause 14.4.47~~18~~ or Clause 14.4.48~~19~~.

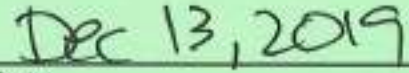
On Behalf of the College:

On Behalf of the Union:


Chris Rawson
Chief Spokesperson


Deanne Bates
Chief Spokesperson


Date


Date

22.6 Copy of Agreement

22.6.1 A copy of this Agreement will be made available on the College's website for all current and new employees. ~~The Parties will share the cost of printing by paying for the quantity of the collective agreement that each party requests~~

Dated this 20th day February, 2020.

On behalf of Vancouver
Community College


Chris Rawson, Spokesperson, PSEA

On behalf of Vancouver Community College
Employees Union


Deanne Bates, Spokesperson, CUPE

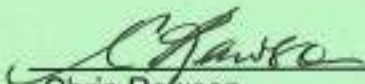
**CUPE Local 4627 and Vancouver Community College
Collective Bargaining for Renewal of 2014-2019 Collective Agreement**

B-6 Housekeeping Changes

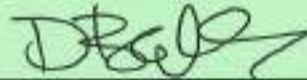
The housekeeping changes and editing of the Agreement into plain English agreed to during the 1998 negotiations do not in any way change the intent, interpretation or application of the ~~2014—2019~~ **[insert term of renewal agreement]** Agreement except where the Parties have changed the Agreement 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:

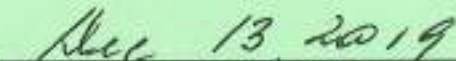
On Behalf of the Union:



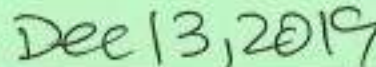
Chris Rawson
Chief Spokesperson



Deanne Bates
Chief Spokesperson



Date



Date

CUPE Local 4627 and Vancouver Community College
Collective Bargaining for Renewal of 2014-2019 Collective Agreement

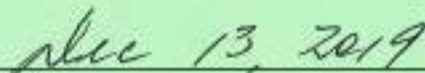
~~B-7 Vancouver Community College Faculty Area Hiring Recommendation Committee~~

~~The College commits to request the VCCFA that a CUPE member be added to the VCC Faculty Area Hiring Recommendation Committee where appropriate.~~

On Behalf of the College:

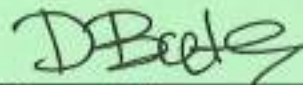


Chris Rawson
Chief Spokesperson

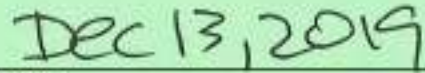


Date

On Behalf of the Union:



Deanne Bates
Chief Spokesperson



Date


CUPE Local 4627 and Vancouver Community College
Collective Bargaining for Renewal of 2014-2019 Collective Agreement

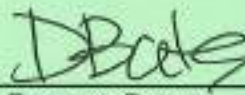
B-9 Position Evaluation


~~The Parties will jointly develop rules and procedures for the transition from the initial review phase to the ongoing evaluation system. Previous agreements and understandings reached during the implementation of the Gender Neutral Position Evaluation Plan will continue until the original process has been completed and will be considered in the above-referenced development of transitional rules and procedures.~~

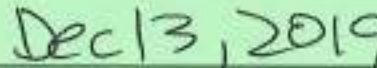
On Behalf of the College:

On Behalf of the Union:


Chris Rawson
Chief Spokesperson


Deanne Bates
Chief Spokesperson


Date


Date

CUPE Local 4627 and Vancouver Community College
Collective Bargaining for Renewal of 2014-2019 Collective Agreement

B-15 Joint VCC/CUPE Goal Sharing Plan(s)

~~The Parties agree that during the term of this Agreement opportunities for specific goal sharing plan(s) will be considered and discussed.~~

~~It is understood that goal sharing plan(s) consist of implemented changes in work rules or processes by CUPE members that are agreed to by each Party, are without a cost impact to the College and that results in real savings to the College. A goal sharing plan would provide for CUPE members to receive, a portion of the real and demonstrated ongoing savings quantified and established on the basis of productivity measures agreed to between the Parties over a set timeframe or achieved during the term of this Agreement.~~

~~It is further understood that each specific goal sharing plan must be approved by PSEC prior to implementation and the subsequent realization of savings may not be shared with CUPE members until the College has substantiated the realization of savings for each year to PSEC and PSEC has authorized payment of a portion of the real and demonstrated savings to the CUPE members.~~

~~This Letter of Understanding will expire at the end of the term of this Agreement.~~

On Behalf of the College:

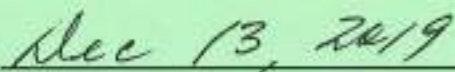
On Behalf of the Union:



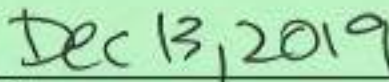
Chris Rawson
Chief Spokesperson



Deanne Bates
Chief Spokesperson



Date



Date

**CUPE Local 4627 and Vancouver Community College
Collective Bargaining for Renewal of 2014-2019 Collective Agreement**

B-19—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;

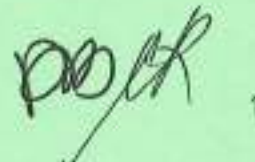
"Fiscal year" means the fiscal year of the government as defined in the Financial Administration Act [1996 S.B.C.] c. 138 as "the period from April 1 in one year to March 31 in the next year";

"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 purpose 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.

A handwritten signature in black ink, appearing to be "P. R.", followed by a small number "1".

**CUPE Local 4627 and Vancouver Community College
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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%).~~

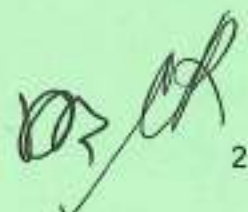
Annual Calculation and publication of the Economic Stability Dividend

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;~~



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- (iii) ~~November 2016 — Calculation of 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.~~

On Behalf of the College:

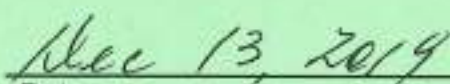
On Behalf of the Union:



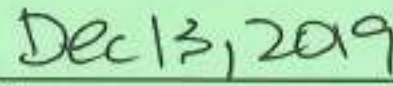
Chris Rawson
Chief Spokesperson



Deanne Bates
Chief Spokesperson



Date



Date